

Business Affairs Contract Log Sheet

FROM: Leslie Johnson, Athletics

DATE RECEIVED: via email 03/10/05

SUBJECT: Master Software and Services Agreement b/t WSU and Paciolan, Inc. **C#16076**

RETURN BY: _____

| ROUTE TO: (1) (2) Etc. Number in order of priority | CONTACT NAMES: (Others - Please list and add names as necessary) | APPROVED/DATE: (✓&Date) | SIGNED/DATE: (✓&Date) | COMMENTS: |
|---|---|----------------------------|--------------------------|-----------|
| 1) Business Aff. | Danette | <i>new</i> | <i>5/9/05</i> | |
| 2) Business Aff. | Rich Heath | <i>Rich</i> | <i>5/24/05</i> | |
| 3) <i>Sherry @ AGO</i> | | <i>✓</i> | <i>5/9/05</i> | |
| 4) <i>Toni @ AGO</i> | | <i>✓</i> | <i>5/9/05</i> | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

(Check and Date Only One Column)

Dates, Terms, Conditions, or Issues:

*- Start transition
in April*

- went out to bid

- 3 respondents
CKXOJ
ticketmaster bought
Paciolan

- Access Mgmt. ^{Prohibit} like

*- if we swap hardware
need in writing extend K, will install
all hardware & software
for free (\$70-80K/yr for
- in house mty next week*

C# 16076

| | |
|-----------------------------|----------------|
| Contract / Agreement | <i>BA</i> |
| Date Logged In | <i>5/10/05</i> |
| Date Logged Out | <i>4/8/05</i> |

CONTRACT LOG SHEET

RECEIVED

MAR 17 2005

VICE PRESIDENT
BUSINESS AFFAIRS

Date Received: 3/15/05

Time Received: 4:59 PM

AGO Staff Directed To: SLG

Addressed To: SLG
From: Kriehn, Danette
Department: Business Affairs

Subject: K - Master Software and Services Agreement
Summary/Notes: New ticketing software to be reviewed by SLG

Routed to AAG: SLG

Date: 3/15/05

Responded and/or Routed to:

Date:

Disposition:

Date Completed: 3-17-05

*Danette needs to
complete by 3-21*

*Danette
See notes -
Sherry*

04

04



Archtics Conversion Pricing Proposal

Submitted To:

Washington State University Athletics
Leslie M. Johnson, Associate Director of Athletics, Business Operations
Dan Meyer, Assistant Athletic Director, Annual Fund & Ticket Sales
Jessica Young, Director of Ticket Operations

October 21, 2009

Submitted by:

David N. Willis, Senior General Manager

ticketmaster



Leslie M. Johnson, Associate Director of Athletics, Business Operations
Dan Meyer, Assistant Athletic Director, Annual Fund & Ticket Sales
Jessica Young, Director of Ticket Operations
Washington State University Athletics
Via Email

Dear Leslie, Dan, and Jessica,

On behalf of Mike Haviken, myself, and the entire Ticketmaster team, I am pleased to submit to you the attached Amendment No. 1 To Master Software and Services Agreement. As referenced in Paragraph 4, the Amendment will extend our current agreement through June 15, 2015. In addition, as discussed at our recent meeting, Ticketmaster will provide, install, and support the necessary hardware and software for the operation of our AccessManager barcode system at Martin Stadium and Beasley Coliseum. Our commitment is to have the installation completed at Martin Stadium prior to the 2010 Football season and at Beasley Coliseum prior to the 2010-2011 Basketball season. The system will have the capability to read all bar-coded tickets generated from either your current Paciolan platform or the Archtics platform if/when you choose to convert to that platform.

With regard to the Archtics system, please refer to Paragraph 7 of the Amendment which grants Washington State University Athletics ("WSU") the option to enter into a separate agreement to convert to Archtics at any time during the term. Attached you will find a proposal of what the financial terms of such an agreement might look like. Based on your request that a per-ticket service charge not be assessed to your consumers, we are proposing a model that is substantially similar to your current model, the major difference being that Ticketmaster would be fulfilling a majority of your single ticket orders rather than your Ticketing Department having to do so.

No matter which of the two platforms you select at any given time, WSU will receive the same outstanding commitment, support, and service from the Ticketmaster family to help you achieve your goals in ticket sales and patron services. We are proud of our relationship with WSU and look forward to continued mutual success for many years to come.

Mike and/or I can certainly be available for any further discussions, questions, or suggestions you may have. I will follow this communication up with a phone call(s) to schedule next steps.

Respectfully Yours,

David N. Willis
Senior General Manager, Pacific Northwest



Proposed Terms – Archtics

Advanced Products Suite Software Fees

Ticketmaster's Advanced Product Suite consists of Archtics, AccessManager, AccountManager, GroupManager, all fully integrated and designed to give WSU complete control and extensive flexibility.

| Software Solutions & Services | Associated Fee |
|---|-------------------------------------|
| Advanced Products Suite License Fee | \$69,000 annually |
| Conversion & Installation | No Charge – Included in License Fee |
| Maintenance & Support | No Charge – Included in License Fee |
| System Upgrades | No Charge – Included in License Fee |
| Ongoing Training | No Charge – Included in License Fee |
| Application Hosting Fee | No Charge – Included in License Fee |
| TM Charge (Credit Card Processing Rate) | 2.4% |

MailManager Fee

MailManager is Ticketmaster's integrated email marketing software tool that allows for creation of permissible marketing databases that supports targeted and trackable direct email communication to consumers and provides enhanced ticket office customer relationship management administrative functions.

| Software Setup, License & Usage | Associated Fee |
|--|-------------------|
| Setup Fee | No Charge |
| License Fee, including unlimited delivered emails annually | \$12,000 annually |

Acxiom Database Services

Ticketmaster has partnered with Acxiom, global leader in data management, to provide our clients with data cleansing and data information based appends services at bulk rate pricing. As part of our offering to WSU, Ticketmaster will provide data hygiene services on an annual basis at no charge for up to 250,000 records. Should you want to utilize Acxiom's enhanced data services, including "Do Not Call" data, reverse phone and email data, and enhanced demographic and spending trend data, Ticketmaster will extend its bulk pricing for these services.



Archtics Transaction Fees

| AccountManager Software Transaction | Transaction Fee* |
|--|--|
| New Season/Contract Ticket Sales | \$3.00 per seat |
| MiniPlan Ticket Sales | |
| Same Seat with 4 or more events | \$3.00 per seat |
| Different Seat with 6 or more events | \$3.00 per seat |
| Same Seat with 2 to 3 events | \$4.50 per seat |
| Right of First Refusal to Purchase Tickets | \$3.00 per ticket |
| Per Invoice Processing | \$3.00 per payment |
| Ticket Forwarding Fee | \$1.00 per ticket |
| Internal Ticket Forwarding | \$3.00 per order up to maximum of 2,500 tickets annually |
| Single Ticket Sales to Subscribers | 8.8% of Face Value Minimum \$0.50/Maximum \$4.50 per ticket |
| GroupManager Transactions | |
| Group Sales | \$1.00 per ticket |
| Subscriber Resale Transactions | |
| Buyer Fee | 15% of Posting Price |
| Seller Fee | 10% of Posting Price |
| Authentication & Delivery Fee | \$1.95 per ticket |

**WSU can elect to charge the above fees to their Season Ticket Holders as part of the transaction or elect to cover the fees internally.*

Ticketmaster Distribution Single Ticket Sales -- Inside Charges

Ticketmaster shall assess and receive from gross ticket proceeds an inside charge in connection with single tickets sold through the ticket office, retail outlets, telephone sales and internet sales in the following amounts:

| Type | Amount |
|---|--|
| Retail Outlets Single Ticket Sales* | 8.8% of Face Value Minimum \$0.50/Maximum \$4.50 per ticket |
| Telephone & Internet Single Ticket Sales* | 8.8% of Face Value Minimum \$0.50/Maximum \$4.50 per ticket |
| Ticket Office Single Ticket Sales* | 4.4% of Face Value Minimum \$0.25/Maximum \$2.25 per ticket |
| TM Charge Rate (credit card rate for all Retail Outlets, Telephone & Internet, and Ticket Office Sales) | 2.4% of Gross |

**WSU has the option to have the Inside Charges on Retail Outlets, Telephone, and Internet Single Ticket Sales waived by moving them to the outside as Customer Convenience Charges. In addition, WSU has the option to add a service charge for Ticket Office Single Ticket Sales at any rate of its choosing, all of which will be retained by WSU.*



Ticketmaster Distribution Single Ticket Sales -- Order Processing Fee and TicketFast Delivery Fee

Ticketmaster proposes a \$15.00 Order Processing Fee on all Telephone and Internet Single Ticket Sales transactions, of which \$7.50 will be shared with WSU as a Royalty. At WSU's option, this fee could also be \$10.00 of which \$2.50 will be shared as a Royalty.

Ticketmaster also proposes a \$2.50 per order TicketFast delivery fee for consumers who choose the print at home option for delivery, of which \$0.75 will be shared with WSU as a Royalty. At WSU's option, this fee could also be \$1.75 per order with no Royalty participation.

Ticketmaster Marketing Commitment

As your partner, Ticketmaster will continue to provide quantifiable marketing benefits to help drive advance ticket sales for your events, just as we currently provide. Unlike other providers, our sales and distribution network has become a demonstrated asset to client marketing efforts. Nationally our promotional programs have accounted for 10-15% of tickets sold by Ticketmaster. These marketing efforts help our clients sell more tickets but also allow them to do it more efficiently and effectively. This value is delivered both locally through media, retail and sponsorship marketing partnerships and nationally through programs that bring tremendous exposure to WSU events via a strong list of partners. We are dedicated to marketing your events, not as a sideline or peripheral effort, but as an integral part of our business.

Access Control Hardware

As stated in the Amendment, Ticketmaster will provide WSU, at no charge, with the AccessManager Hardware and Software for the successful implementation of access control at Martin Stadium and Beasley Coliseum, to be installed prior to your respective 2010 Football and Basketball seasons.

**AMENDMENT NO. 1 TO
MASTER SOFTWARE AND SERVICES AGREEMENT**

This Amendment No.1 ("Amendment") to that certain Master Software and Services Agreement dated as of May 31, 2005, as supplemented from time to time ("Original Agreement") shall be effective as of July 1, 2010 ("Amendment Effective Date") by and between Paciolan, Inc ("Paciolan"), a Delaware corporation, with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617, and Washington State University, an institution of higher education and agency of the state of Washington ("Customer").

Background

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to extend the term of the Original Agreement and provide Customer with additional Hardware, Software and Professional Services.

Paciolan and Customer acknowledge that the parties originally contemplated the possibility of extending the Original Agreement and thus, specifically included an option to extend therein, and Customer has determined that such an extension of the Original Agreement is appropriate and in the best interests of Customer, as the pricing structure and functional and technical characteristics of Paciolan's service continue to be the most operationally and financially viable option for Customer.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Supplemental Investment Addendum.** There is hereby added to the Investment Addendum to the Original Agreement, the Supplemental Investment Addendum attached hereto as Exhibit A. The Supplemental Investment Addendum supplements the Investment Addendum to the Original Agreement and contains the listing of new Hardware ("Access Hardware"), new Software ("Access Software") and Professional Services being provided to Customer under this Amendment and pursuant to the Original Agreement, all as listed in the Supplemental Investment Addendum. Each phase of the Access system (Access Software and Access Hardware) will be deemed accepted by Customer as soon as it has been installed, tested and declared operational by Customer and Paciolan or 30 days following the first live ticket sale to the public utilizing such system.
2. **Schedule 1 and Schedule 2.** The Transaction Fees set forth on Exhibit B hereto shall hereby be added to Schedule 1 to the Original Agreement. The periodic fees set forth on Exhibit C hereto shall hereby be added to Schedule 2 to the Original Agreement. Customer shall pay to Paciolan the fees set forth on Exhibit B and Exhibit C hereto in accordance with the terms of the Original Agreement, as amended by this Amendment.
3. **Term and Termination.** Section 4(A) to the Original Agreement shall be amended and restated in its entirety as follows:

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GENERAL COUNSEL

"The term of this Agreement shall begin on the Effective Date and continue for a period of five (5) plus years ending on June 30, 2010 ("Initial Term") and may be renewed for one (1) subsequent five (5) year period ending on June 30, 2015 (the "Initial Renewal Term") upon mutual written agreement of the parties (i.e. an amendment). After the Initial Renewal Term, the Agreement may be renewed for additional one (1) year periods (each a "Subsequent Renewal Term") upon mutual agreement of the parties. The Initial Term, together with the Initial Renewal Term, and any Subsequent Renewal Terms, is referred to herein as the "Term".

Section 4(B)(vi) of the Original Agreement is hereby amended and restated as follows:

"(vi) for convenience by Customer after expiration of the Initial Renewal Term upon ninety (90) days prior written notice to Paciolan.

4. **Third Party.** Except with the sole exception of ISP pursuant to Customer's agreement with ISP (the "ISP Agreement") through the expiration or earlier termination of the ISP Agreement and solely with respect to the secondary market resale of tickets, Customer shall not directly or indirectly sponsor, promote, advertise, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale or issuance of tickets. Paciolan acknowledges and agrees that neither the existence of the ISP Agreement nor any performance by Customer (or ISP on behalf of Customer) thereunder through its expiration or earlier termination, solely with respect to the secondary market resale of tickets, shall constitute a breach by Customer of this Section; provided, however, prior to the renewal by ISP (on behalf of Customer) of its current agreement relating to the secondary market resale of tickets, or entry into any other agreement by Customer (or ISP on behalf of Customer) with any third party relating to the secondary market resale of tickets, Customer shall advise Paciolan of the proposed economic terms of such renewal or new agreement and offer Paciolan a right of first refusal to enter into an agreement with Customer (or ISP on behalf of Customer) relating to the secondary market resale of tickets on comparable economic terms. If Paciolan elects to accept such terms and enter into such agreement with Customer (or ISP on behalf of Customer), the parties shall enter into such an agreement and Customer thereafter shall not directly or indirectly sponsor, promote, advertise, authorize or permit the use of any third party that promotes, engages in or facilitates the secondary market resale of tickets. If Paciolan elects not to accept such terms, Customer (or ISP on behalf of Customer) shall be permitted to renew such agreement with any other third party on terms no more favorable than those offered to Paciolan, and the existence of any such agreement nor any performance by ISP or Customer thereunder shall constitute a breach by Customer of this Section.

5. **Initial Renewal Term.** The parties hereby agree that the Original Agreement, as amended by this Amendment, is hereby extended for the Initial Renewal Term through June 30, 2015 pursuant to Section 4(A) of the Original Agreement, as amended by this Amendment.

6. **Notices.** All notices sent to Paciolan pursuant to Section 20(A) of the Original Agreement shall be sent to the address set forth above in this Amendment.

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement, including the defined terms, shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, INC.

Signature: _____

Name: _____

Title: _____

Date: _____



David R Butler

President / CEO

3/29/10

WASHINGTON STATE UNIVERSITY

Signature: _____

Name: _____

Title: _____

Date: _____



Richard A. Heath

Associate Vice President

3/26/10

WSU ATHLETICS (Recommended By)

Signature: _____

Name: _____

Title: _____

Date: _____



Leslie Johnson

Associate Director, Athletics

3/26/10

WASHINGTON STATE UNIVERSITY

Signature: _____

Name: _____

Title: _____

Date: _____



Eric Rogers

Interim Purchasing Manager

3/26/10

Exhibit A
Supplemental Investment Addendum

| Access Management | |
|-------------------|---|
| Qty | Description |
| | Hardware |
| 70 | Handheld scanner kits |
| 70 | Janam XM65W Mobile Computer |
| 70 | 3760mAh 3.7V Extended Battery w/Enclosure |
| 1 | USB Cable Cup & Cable |
| 2 | 1-slot serial cradle Kit |
| | - includes power supply, line cord, & communication cable |
| 17 | 4-slot serial charging cradle kit |
| | - includes power supply & line cord |
| | - communication cable available as add-on |
| 32 | UBC3000 battery adapter (per battery) |
| 8 | UBC3000 battery charging station (holds 4 batteries) |
| | - includes power supply & DC power connector |
| 70 | Neck strap |
| 0 | Portable printer with magnetic stripe reader kits |
| 26 | Access Point kits (Actual Number to be provided will be determined with Site Survey) |
| 1 | Access server |
| | Software |
| | Access Management software licenses |
| 70 | AM Handheld software license fee |
| 2 | Microsoft SQL Server Standard Edition Processor License |
| 1 | AntiVirus Software |
| 1 | Remote Software Support |
| 70 | Microsoft Windows CAL (Minimum of 5) |
| | Professional Services |
| 2 | Pre-Install Site Visit/Assessment |
| 4 | Project Management & Planning |
| 8 | System Installation & Testing |
| 3 | Consulting and Training |
| 12 | Event Support |
| * Notes: | <p>- Estimate does not include travel and expenses, which will be billed separately consistent with terms of the original agreement.</p> <p>- Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning.</p> <p>- For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery.</p> <p>- Scope of work is completed in phases for multi-venue/multi-activity implementations.</p> <p>- Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability.</p> <p>- Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches /routers/hubs, firewalls, etc.</p> <p>- Customer will install included wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity.</p> <p>- Paciolan installs, supports, services, and warrants the reliability and performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.</p> |

Exhibit B

| TRANSACTION FEES | | | | | |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Description | 7/1/10 - 6/30/11 | 7/1/11 - 6/30/12 | 7/1/12 - 6/30/13 | 7/1/13 - 6/30/14 | 7/1/14 - 6/30/15 |
| Single Ticket or Value/Misc. Item (1) | | | | | |
| Per Price of Ticket or Value/Misc. Item Sold via e.Venue, GTW | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% |
| Minimum Fee Per Ticket or Value/Misc. Item | \$0.50 | \$0.50 | \$0.50 | \$0.50 | \$0.50 |
| Maximum Fee Per Ticket or Value/Misc. Item | \$4.00 | \$4.00 | \$4.00 | \$4.00 | \$4.00 |
| Item Packages (2) | | | | | |
| Maximum Fee Per an Item Package | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| New Combo / Multiple Event Items / Season Tickets (3) | | | | | |
| Per Price of Combo / Multiple Event Item Sold via e.Venue | 8.8% | 8.8% | 8.8% | 8.8% | 8.8% |
| Minimum Fee Per Combo / Multiple Event Item | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 |
| Maximum Fee Per Combo / Multiple Event Item | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| Student Season Tickets | | | | | |
| Per Combo / Multiple Event Item Sold via e.Venue | \$7.50 | \$7.50 | \$7.50 | \$7.50 | \$7.50 |
| If online Student Season Tickets is mandatory for all students | \$4.50 | \$4.50 | \$4.50 | \$4.50 | \$4.50 |
| Renewals / Application Packages (4) | | | | | |
| Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed) | \$7.25 | \$7.25 | \$7.25 | \$7.25 | \$7.25 |
| Payment Plan Options | | | | | |
| Per additional payments processed via e.Venue | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 |
| Online Donation Processing | | | | | |
| Per Transaction Value processed via e.Venue | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% |
| Minimum Fee Per Transaction | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| Maximum Fee Per Transaction | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Electronic Transfer | | | | | |
| Per Single Ticket transfer processed via e.Venue | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| Electronic Returns | | | | | |
| Per Single Ticket returns processed via e.Venue | \$0.50 | \$0.50 | \$0.50 | \$0.50 | \$0.50 |
| e.Check Transactions | | | | | |
| Per Check electronically processed | \$4.00 | \$4.00 | \$4.00 | \$4.00 | \$4.00 |
| Electronic Ticket / Item Delivery from e.Venue and Back Office System (5) | | | | | |
| Per Order utilizing Print at Home | \$1.50 | \$1.50 | \$1.50 | \$1.50 | \$1.50 |
| Per Order utilizing Patron ID Card/Device | \$1.50 | \$1.50 | \$1.50 | \$1.50 | \$1.50 |
| e.Venue Guaranteed Minimum Annual Fee (6) | \$24,000 | \$24,000 | \$24,000 | \$24,000 | \$24,000 |
| Integrated Ticket Market Place | | | | | |
| Per Total Cost to Buyer (7) | 15.0% | 15.0% | 15.0% | 15.0% | 15.0% |
| Per Price of Membership Sold (8) | 25.0% | 25.0% | 25.0% | 25.0% | 25.0% |
| Minimum Fee Per Membership | \$6.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 |
| Guaranteed Minimum Annual Fees (6) | Waived | Waived | Waived | Waived | Waived |
| Web-Based Sales Terminal: 3rd party sales (9) | | | | | |
| Per Single, Combo, Value Item transacted through WBST | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| WBST Guaranteed Minimum Annual Fee (6) | Waived | Waived | Waived | Waived | Waived |
| NOTE: An additional fee would apply for the installation and setup of WBST. | | | | | |
| 1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue or Group Ticket Window, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item. | | | | | |
| 2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package. | | | | | |
| 3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate. | | | | | |
| 4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate. | | | | | |
| 5 Fees apply to orders assigning items to an electronic delivery method. Back Office systems include tRes and WBST | | | | | |
| 6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented. | | | | | |
| 7 Fee applies to total purchase price charged to seller/buyer including ticket price and related fees paid by seller/buyer | | | | | |
| 8 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace | | | | | |
| 9 Applies to 3rd party inventory sold through Pacioalan client, or client's inventory sold through a 3rd party | | | | | |

Exhibit C
FEES AND PAYMENT TERMS

| FEES | |
|---|------------------------|
| ANNUAL HOSTING SERVICES FEE (\$69,000/ year for 5 years) | \$345,000 |
| ANNUAL PACMail SUBSCRIPTION FEE (\$12,000/ year for 5 years) | \$60,000 |
| PAYMENT TERMS | |
| DUE on July 1, 2010 | <u>\$81,000</u> |
| DUE on July 1, 2011 | <u>\$81,000</u> |
| DUE on July 1, 2012 | <u>\$81,000</u> |
| DUE on July 1, 2013 | <u>\$81,000</u> |
| DUE on July 1, 2014 | <u>\$81,000</u> |

MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") is made effective as of this 31 day of May, 2005 (the "Effective Date") by and between **PACIOLAN, INC.**, a Delaware corporation with a principal place of business at 17305 Von Karman Avenue, Irvine, CA 92614 ("Paciolan") and **WASHINGTON STATE UNIVERSITY**, an institution of higher education and an agency of the state of Washington located at Pullman, Washington ("Customer"), jointly called the Parties.

Customer issued a Request for Proposal ("RFP") on November 4, 2004, (Exhibit F) for the purpose of purchasing Software licenses so that it can better: issue event tickets, accept donations, serve customers, and manage financial accounts, and also for the purpose of acquiring related services necessary to install, maintain and utilize the licenses so acquired, in accordance with its authority under chapters 43.105 and 28B.30 RCW. Paciolan submitted a timely response ("Response") to the Customer's RFP (Exhibit G).

Customer evaluated all properly submitted Responses to the above-referenced RFP, and has identified Paciolan as the apparently successful vendor. Customer has determined that entering into a contract with Paciolan will meet Customer's needs and will be in Customer's best interest.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) **Agreement:** This document, all schedules and exhibits and all amendments hereto.

(B) **Basic Enhancements:** The changes or additions to the Paciolan Software, other than Error Correction, which are functional improvements to existing features of the Paciolan Software. Basic Enhancements include those improvements generally made available at no additional cost to Paciolan customers that contract for maintenance and support services for a Paciolan Software.

(C) **Box Office:** The Ticket locations at the Facility which are operated by Customer.

(D) **Confidential Information:** Information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency

source code or object code, agency security data, or other Proprietary Information.

(E) **Data Account:** The database that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), game schedules, and seating information.

(F) **Designated Site:** A building or complex of buildings at a single location of Customer within which Customer is authorized to use the Paciolan Software as set forth in the Support Schedule of Exhibit A.

(G) **Documentation:** The operating, training and reference manuals relating to the use of the Paciolan Software, Third Party Software, and the System, and any other materials or documents and any enhancements, modifications or upgrades thereto, supplied by Paciolan pursuant to this Agreement.

(H) **Error:** Any failure of the Software to materially conform to the Documentation.

(I) **Error Correction:** A software modification or addition that, when made or added to the Paciolan

Software, establishes material conformity to the Documentation.

(J) Event: An activity, entertainment, performance, meeting, attraction, act or similar gathering of people held at the Facility. As used in this Agreement, Events are limited to athletic and related events of Customer unless additional Customer units are added as allowed by section 5(H).

(K) Event Taxes: Any and all sales, amusement, admissions and other taxes, charges, fees, levies, or other assessments measured by reference to a charge per Ticket or Value Item sold or determined based upon the purchase price of a Ticket or Value Item, assessed by federal, state, county, municipal, or other governmental or quasi-governmental authorities as a result of, or in connection with, an Event.

(L) e.Venue: The proprietary software suite of Paciolan which enables clients to sell and support the resale of tickets, accept donations and send communications online via Paciolan's ticketing, fundraising and marketing software.

(M) Facility: The facilities owned, operated or leased by Customer at which Events are held, or facilities for which Customer has rights to sell Tickets or Value Items through the System in accordance with the terms hereof.

(N) Hardware: All of that certain computer hardware, communications equipment, terminals and hook-ups provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum, which is attached hereto and incorporated herein, or otherwise supplied by Paciolan to Customer during the Term of this Agreement.

(O) Investment Addendum: The terms, conditions and pricing set forth in Exhibit E.

(P) Maintenance and Software Support: The service made available to Customer by Paciolan in accordance with the terms set forth in Exhibit A.

(Q) Object Code: The Paciolan Software in binary form which may be combined or embodied in any medium whatsoever, consisting of a set of logical instructions and information which guide the functioning of a computer processor to deliver output in accordance with the Performance Standards set forth in Section 11 (D) of this Agreement.

(R) Outlet: A retail ticket selling agency where Tickets for Events are made available through the System and are offered for sale to the public.

(S) Paciolan Software: Any proprietary software of Paciolan set forth hereto in the Investment Addendum.

(T) Patron: Any individual or business that accesses the System for any purpose, including but not limited to the purchasing of Tickets or Value Items through the System.

(U) Professional Services: The services provided under this Contract and related to the Software License(s) being purchased that are appropriate to the scope of this Agreement, including things as installation Services, maintenance, training, and project management. The Professional Services are identified in this Agreement, particularly in Section 15 and in the Investment Addendum (Exhibit E hereto).

(V) Proprietary Information: The information to which Paciolan claims a confidential interest protected by law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws, including the Software.

(W) Software: All the computer software in Object Code only, including all Paciolan Software and Third Party Software.

(X) Statement of Work: The implementation or project schedule for the System and the statement of services related thereto. This schedule will be developed in accordance with this Agreement, and will be attached as Exhibit "H" to this Agreement.

(Y) System: The data processing system consisting of the Hardware, Paciolan Software, and Third Party Software licensed to Customer in the Agreement and the Investment Addendum.

(Z) Ticket: A paper, card, badge, device or electronic entity used to represent the bearer's right of entry into an Event and/or the right to occupy a certain seat or suite at an Event.

(AA) Third Party Software: Any software that is licensed or distributed by Paciolan to

Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum.

(BB) Transaction Fees: The amounts charged to Customer by Paciolan per transaction for the convenience of conducting Transactions through the System as set forth in Schedule 1.

(CC) Value Item. A non-ticket item transacted to the public through the use of the System.

2. Scope of Agreement. Paciolan shall: (a) grant Customer a license to use the System, as outlined in Section 5 of this Agreement, (b) install at the Designated Site those components of the System necessary to assist Customer in transacting Value Items and Tickets at the Box Office, Customer-operated call center, Customer-operated Outlets and/or on the Internet (i.e., install the Hardware and Software); (c) install and maintain the Paciolan Software as set forth herein; (d) provide the Basic Enhancements to the Paciolan Software as provided herein; (e) provide, on-site, the initial training for Customer's ticket office, phone center and information systems employees as detailed in the Statement of Work, and Investment Addendum; and (f) provide the Professional Services and other services as set forth herein.

3. Exclusions From Scope. Paciolan will not be required under this Agreement to (a) provide training, consulting or support services to organizations other than Customer and its employees or authorized agents; (b) provide, maintain or take other responsibilities for the Customer's computer networks, private network connections, or local Internet connections (c) provide any forms, ticket stock, or related design services or any consumable supplies used in the course of Customer's business and ticketing operations; or (d) provide any item, product, license or service not specifically listed on the Investment Addendum.

4. Term and Termination.

(A) Term. The term of this Agreement shall begin on the Effective Date and continue for a period of five (5) plus years ending on June 30, 2010 ("Initial Term") and may be renewed for subsequent one (1) year periods (each a "Renewal Term") upon mutual agreement and written notice from Customer at least ninety (90) days prior to expiration of the Initial Term or Renewal Term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise

adjust its fees charged under this Agreement upon written notice to Customer delivered at least sixty (60) calendar days prior to the commencement of the applicable Renewal Term. In the event Customer does not accept such a fee increase or other adjustment prior to the commencement of the applicable Renewal Term, this Agreement shall terminate on the expiration date of the then-current operative period.

(B) Termination. This Agreement may be terminated upon written notice to the non-terminating party upon the occurrence of one or more of the following events:

(i) Customer's Right To Terminate for Breach. Customer may terminate this Agreement if Paciolan materially breaches this Agreement and fails to cure such material breach within thirty (30) days of the receipt of written notice thereof.

(ii) Paciolan's Right to Terminate for Breach. This Agreement may be terminated immediately by Paciolan if: (a) Customer materially breaches Section 5 ("License Grant") or Section 9 ("Confidentiality"); (b) Customer fails to pay any payment due under Section 8 ("Fees and Payment Terms") and such failure to pay is not cured within ten (10) days of written notice thereof; or (c) Customer otherwise materially breaches this Agreement and such failure is not cured within thirty (30) days of receipt of written notice thereof.

(iii) by the terminating party upon any act of insolvency by the non-terminating party, whether voluntary or involuntary, or the filing by the non-terminating party, or any third person against the non-terminating party, of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of, or relating to, debtors, which is not resolved to the reasonable satisfaction of the terminating party within thirty (30) days of such filing; and provided that the Parties agree that this Agreement constitutes a financial accommodation by Paciolan to Customer as such term is utilized in 11 U.S.C. § 365;

(iv) by the terminating party upon the exposure of a substantial part of the non-terminating party's property to any levy, seizure, assignment or sale for, or by, a creditor or governmental agency;

(v) upon the mutual written consent of the parties; and

(vi) for convenience by Customer after expiration of the Initial Term and upon ninety (90) days prior written notice to Paciolan.

(C) Effect of Termination. Upon termination of this Agreement by Customer for any reason, all of Customer's rights to use the Software shall immediately cease and all outstanding fees that Customer has become obligated to pay hereunder shall become due and payable, subject to Customer's right to dispute in good faith any such outstanding fees. Within five (5) days after the date of termination of this Agreement, Customer shall return to Paciolan the original and all copies in any form, of the Software, together with all related documentation, and an officer of Customer shall certify to the foregoing in a written certification delivered to Paciolan. Upon termination of this Agreement by either party for any reason, Paciolan shall promptly submit to Customer all data and files pertaining to Customer and its clients.

5. License Grant.

(A) Grant. Subject to the terms and conditions of this Agreement, Paciolan hereby grants to Customer, and Customer hereby accepts, for the Initial Term of this Agreement and all Renewal Terms, a non-exclusive, non-transferable fee-bearing license, solely for Customer's ordinary business operations, to use the number of copies of the Software set forth in the Investment Addendum to: (i) use the System, including without limitation, the Software; and (ii) use the Documentation in connection with the Software. Additional Software may be added to this Agreement by written amendment to the Investment Addendum, upon mutual agreement of both parties. The use of the Software is limited to the processing of a single Data Account. Application of the Software to the processing of further Data Accounts requires an amendment to this Agreement for each such usage.

(B) Restrictions. Customer acknowledges that Paciolan deems the Software and its structure, organization and source code to constitute valuable trade secrets of Paciolan or its licensors, as applicable. Accordingly, Customer agrees not to (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) merge the Software with other software; (c) sublicense, lease, rent, loan or otherwise transfer the Software to any third party; (d) make the Software available to any third party as part of any time-sharing, ASP, or service bureau arrangement, except as permitted under this Agreement (e) reverse engineer, decompile,

disassemble or otherwise attempt to derive the source code for the Software (except to the extent the provisions of this clause (e) are expressly prohibited by applicable law); or (f) otherwise use or copy the Software except as expressly allowed in Section 5(A). Customer may make and maintain one copy of the Paciolan Software solely for archival and emergency backup purposes. Customer may also create a test environment to be used for training and other internal purposes. No other use, reproduction or distribution of the Software is permitted under this Agreement. All rights in and to the Software not specifically granted to Customer under this Section 5(B) are retained by Paciolan or its licensors, as applicable.

(C) Ownership. Paciolan or its licensors owns or has rights to all copyrights, patents, trade secrets, trademarks, and any other intellectual property rights in the Software, including any and all changes and improvements requested or suggested by Customer; and nothing in this Agreement shall be construed as an assignment of, or as an implied license under, any of the intellectual property rights of Paciolan or its licensors, as applicable. All rights not specifically granted herein are reserved to and by Paciolan.

(E) Exclusive Use. With the exception noted below, Customer agrees to use the System, during the term of the Agreement, as its exclusive source for selling Tickets, supporting the sale and resale of Tickets, and tracking and authenticating Tickets sold to any Event scheduled or presented by Customer at the Facility and made available generally to the public, via any and all means and methods, including, but not limited to, telephone, computer, Internet, and outlet. Customer may hold athletic events in Facilities not owned and operated by Customer, in which case Customer's use of the Facility may require Customer to use the operator's sales system in addition this System. Customer shall provide Paciolan written notice of such agreements as they are completed.

(F) Unauthorized Usage. Customer agrees to take commercially reasonable measures to protect the Software from unauthorized use or transfer. Included in these measures, the Customer will use efforts to inform its employees, agents, contractors, sub-contractors, and consultants, who have access to Software or its documentation, of the confidential and proprietary nature of the Software and the Customer's obligation to protect the Software, its design and features. Customer may be liable for the negligent acts of its employees and/or agents

performed in good faith within the scope of their duties to the extent that such acts result in the unauthorized transfer of the Software. Should any unauthorized transfer take place, Customer agrees to take full responsibility for terminating the unauthorized usage. Any modification by Customer of Software products or their related files without written permission from Paciolan may result in the termination of this Agreement.

(G) Upgrades. Customer agrees to upgrade any licensed versions of Paciolan or Third Party Software which are designated by Paciolan as superseded within one year following receipt of written notice that such Paciolan or Third Party Software version is superseded and will no longer be supported by Paciolan. Such upgrades will be provided at no additional cost.

(H) Compliance. Customer shall use the System in a careful and proper manner and shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

(I) Additional Customers.

(i) During the term hereof and notwithstanding any of the restrictions set forth in this Section 5, Customer shall have the right, subject to Paciolan's prior written consent which consent shall not be unreasonably withheld or delayed, to enter into agreements with third parties (each, an "Additional Customer") allowing each such Additional Customer to use the System licensed hereunder on the same terms and conditions set forth herein which relate to Customer's use of the System, provided, however that Customer (including any Additional Customers) shall only be entitled to one Data Account in accordance Section 5(A) herein unless otherwise agreed to in writing by the parties. In the event additional Data Accounts are authorized, additional fees will be due hereunder. Additional Customer as used in this section may also apply to Customer business units not associated with athletic events.

(ii) Each agreement between Customer and an Additional Customer shall be at least as protective of Paciolan's rights as the terms set forth herein, shall provide that such Additional Customer expressly agree to comply with all of the provisions contained herein as if such Additional Customer were the "Customer" (as such term is used herein) and shall name Paciolan as a third party beneficiary of such agreement between Customer and such

Additional Customer. Notwithstanding anything herein to the contrary, Customer shall remain primarily liable to Paciolan for any breach of the terms of this Agreement by such Additional Customer including but not limited to the payment of all fees due hereunder, regardless of whether or not such Additional Customer is deemed to be a party hereto. Each Additional Customer shall be named on an addendum to be attached hereto, and such addendum shall also set forth the additional terms and conditions applicable to such Additional Customer to the extent such terms and conditions are different than, or are in addition to, the terms and conditions set forth herein. If any additional infrastructure or other hardware, software or services are required in order to implement the System for an Additional Customer or to otherwise meet Customer's expanding business needs, Paciolan's then current pricing for such additional hardware, software and services shall apply.

6. Hardware and Software.

(A) Hardware. Paciolan shall provide to Customer, in good working order, the Hardware listed in the Investment Addendum. Customer acknowledges that the Hardware will be used by Customer at the Designated Site which Paciolan does not own, operate or control. Hardware is accepted once installed and operational. Customer assumes and shall bear the entire risk of loss and damage to the Hardware, ordinary wear and tear excepted, once installed, unless occasioned by the negligence of Paciolan, from any and every cause whatsoever from the date of delivery of the Hardware to the Designated Site until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of Customer under this Agreement. In the event of loss or damage of any kind to any Hardware, unless occasioned by the negligence of Paciolan, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the same with the same or similar property, in good repair, condition and working order to the satisfaction of Paciolan; or pay Paciolan in cash the full replacement cost of the Hardware, and Paciolan shall promptly install new Hardware to replace the lost or damaged Hardware. Customer shall provide a secure, permanent location for all Hardware. If, at any time during the term of this Agreement, Paciolan supplies Customer with labels, plates, or other markings stating the Hardware is owned by Paciolan, Customer shall affix and keep the same in a prominent place on the Hardware in recognition of Paciolan's ownership of the same. Customer shall use the Hardware in a careful and

proper manner and shall comply with and conform to all federal, state, county, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware. Neither Customer, nor its employees or agents, shall alter, modify, copy or add to the Hardware or Software without prior written consent of Paciolan.

(B) Hardware and Software is Personal Property. Customer covenants and agrees that the Hardware and Software is, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Paciolan, and Customer shall have no right, title, or interest therein or thereto except as a licensed user thereof. Except as may be necessary to prevent damage to or destruction of the Hardware, Customer will not move the Hardware nor permit such Hardware to be moved without Paciolan's prior written consent which consent shall not be unreasonably withheld, and shall give Paciolan prompt written notice of any attachment or other judicial process affecting any item of Hardware.

(C) Off-Site Paciolan Equipment. Customer understands and agrees that Paciolan's servers and other off-site equipment which host the Software or is used to provide services hereunder are not subject to the provisions of this Section 6.

7. Third Party Software. Customer acknowledges that the System may be powered by, or consist of components including embedded third party software, hardware and other proprietary technology. Paciolan reserves the right to reconfigure, replace or substitute such components or technology in a manner that Paciolan believes is appropriate, as long as the essential functionality, features, capabilities and performance levels set forth in this Agreement for the System are provided to Customer. Paciolan shall secure all required licenses necessary for the use of the embedded third party software.

8. Fees and Payment Terms.

(A) Transactions Fees. Customer agrees to pay Paciolan a service fee for each Ticket, Value Item, payment, or order transacted through the System in accordance with the fee schedule itemized in Schedule 1 to the Investment Addendum. Customer will be responsible to remit such fees to Paciolan on a monthly basis.

(B) Periodic Fees. Customer further agrees to pay Paciolan the hosting services fees set forth on

Schedule 2 to the Investment Addendum and in accordance with the payment schedule set forth on Schedule 2.

(C) Minimum Annual Fee. For the term of this Agreement, Customer will guarantee to Paciolan the minimum annual service fees (the "Minimum Annual Fees") specified in the Investment Addendum hereto. The Minimum Annual Fee period will begin on July 1st, of each year and end on June 30th of the following year. Should at the end of an annual period the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan be less than the amount of the specified Minimum Annual Fee amount, Paciolan will invoice Customer and Customer shall immediately pay to Paciolan the balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount. There will be no Minimum Annual Fee amount for the period of time commencing as of the "go live" date for the applicable Software product and ending on the immediately following June 30. Should the agreement be terminated other than June 30 of any contract year, the Minimum Annual Fee will be prorated on a daily basis and for the period of time commencing as of July 1 of the final year of the Term and ending upon the date of termination.

(D) Invoices and Payment Terms. All invoices shall include Customer's contract number and detailed descriptions of services provided. Invoices are to be sent to WSU Athletics Business Office, Bohler 120, Pullman, WA 99164-1602. Invoices are due and payable on receipt and will be past due if Paciolan does not receive full payment within a period of thirty (30) days from date of the invoice. Any dispute of an amount invoiced must be reported to Paciolan within thirty (30) working days from Customer's receipt of the invoice.

(E) Separately Billable Items. Paciolan shall be entitled to reimbursement for the reasonable costs of travel, meals, lodging, and other business expenses incurred by Paciolan personnel in the execution of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses. Reimbursement for meals will be limited to the approved State of Washington rates or actual costs incurred, whichever is less. Customer may request the right to pre-approve specific expenditures and such approval will not be unreasonably withheld.

(F) Advance Payment Prohibited. No advance payment shall be made for the Software and Services furnished by Paciolan pursuant to this Agreement.

(G) Taxes.

(i) Customer shall keep all Hardware free and clear of all levies, liens and encumbrances which are caused by Customer or under Customer's control.

(ii) Customer shall be responsible for calculating any and all Event Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Event Taxes, and for timely remitting the Event Taxes to the appropriate taxing authority. Notwithstanding the foregoing, in the event Paciolan is ever required by applicable law to (a) remit Event Taxes directly and file related tax returns or reports, and/or (b) pay any penalties and interest due to Customer's failure to properly calculate and timely remit Event Taxes or to timely file all returns or reports, Paciolan shall have the right to do so upon notice to Customer, and thereafter Customer shall promptly, but in no event more than thirty (30) days, reimburse Paciolan for the full amount of such Event Taxes.

(iii) Customer shall have the right to deduct from the fees payable hereunder and remit to the governmental authorities having jurisdiction any withholding taxes that may be eligible on services rendered by Paciolan or any other monies payable to Paciolan under this Agreement unless Paciolan satisfies Customer, in its sole discretion, that Paciolan is exempt from such withholding taxes. Prior to any such deduction and remittance, Customer shall give Paciolan written notice thereof as soon as reasonably practicable in order for Paciolan to determine whether or not it is exempt from such withholding taxes.

(iv) Customer will pay sales and use taxes, if any, imposed on the products and services acquired hereunder. Paciolan must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, if applicable, based on Paciolan's income or gross receipts, or personal property taxes levied or assessed on Paciolan's personal property. Customer, as an agency of Washington State government, is exempt from property tax.

(iv) If required by applicable law, Paciolan shall complete (or has completed) registration with the Washington State Department of Revenue and be

responsible for payment of all taxes due on payments made to it under this Agreement.

9. **Confidentiality.** Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to Confidential Information of the other party of special and unique nature and value. Each party agrees to maintain in confidence and use only as expressly permitted in this Agreement all Confidential Information received from the other, both orally and in writing. Each party shall protect the other party's Confidential Information with at least the same level of protection used with respect to its own confidential information but in no event less than reasonable care. Confidential Information shall not include information the receiving party can demonstrate (i) is or becomes a matter of public knowledge through no fault of the receiving party, (ii) was rightfully in the receiving party's possession, without obligation of confidentiality, prior to disclosure by the disclosing party, as evidenced by written records of the receiving party, (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of such Confidential Information, as evidenced by written records of the receiving party, without obligation of confidentiality, (iv) is independently developed by the receiving party without reference to or use of such Confidential Information, or (v) is required to be disclosed by law. If either party is confronted with legal action or administrative process to disclose any portion of the other party's Confidential Information, including without limitation, a request under the Washington Public Records Act, RCW 42.17.260 et seq., that party shall promptly notify the other party so the other party may seek to obtain (at the other party's expense) a protective order or other similar order. For purposes of this section, notice may be provided by facsimile, and will be deemed to have been provided on the day it was sent, provided it was sent during the recipient's normal business hours. If sent after 5:00 pm on a business day, the notice will be deemed received on the next business day. Such notice will inform the other party of the date by which the records will be released, absent a court order to the contrary, such date to be at least five days from the date of notice. Paciolan and Customer acknowledge that a party's failure to timely procure a protective or other court order halting or restricting the release may adversely impact the rights of that party under applicable law. In all circumstances, the releasing party will release only the information that is required to be released in order to comply with the public records request, the legal action or administrative process, whether or not a protective

order or other order has been obtained. Notwithstanding the foregoing, Paciolan and Customer will cooperate to provide press releases and press and analyst communications regarding the relationship from time to time as mutually and reasonably agreed upon in writing, including without limitation, a joint press release announcing the relationship shortly after this Agreement is signed. Each party agrees, as applicable, that any violation of Sections 2, 5, and 9 hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to apply for injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

Customer at all times is subject to the Public Records Act, RCW 42.17.250 *et seq.* as now existing or as amended. If Customer receives a public records request relating to this Agreement or anything connected with this Agreement, whether or not the request seeks Confidential Information, Customer shall comply with applicable law, notwithstanding anything to the contrary in this Agreement. Notwithstanding the foregoing, Paciolan and Customer may disclose the terms of this Agreement to its accountants, auditors, attorneys and potential investors, acquirers and financing partners who have agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement.

10. Customer Data. Paciolan agrees that, in the course performing its duties under this Agreement, Paciolan may collect, create, develop and/or receive from or through the System personal information pertaining to the Customer's customers and System visitors that can be linked to identifiable individuals ("Personal Information"). Such Personal Information is Confidential Information of Customer, and, without limitation of any of Paciolan's confidentiality obligations to Customer in the Agreement, Paciolan shall use such Personal Information solely for the purposes contemplated in this Agreement and otherwise in compliance with all applicable federal and state laws. Customer will own all Personal Information, Customer data and related information collected, created, developed or received through use of the System by it or directly by Paciolan, and all compilations thereof, in connection with the operation of the System.

All data and work product (collectively called "Work Product") produced under this Agreement by Customer, at the expense of Customer, shall be

considered the property of Customer. Such Work Product shall include lists of purchasers of tickets, customer lists, alumni lists, website content and other customer related information.

Paciolan shall not use or in any manner disseminate, any Work Product to any third party without the prior written permission of Customer. Paciolan shall take all reasonable steps necessary to ensure that its agents, employees, or subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to a third party. Work Product shall not include Paciolan's prior, current or future software (object code and source code), including Software and any improvement, enhancements or derivative works of the Software developed or created under this Agreement.

11. Representations and Warranties.

(A) Paciolan hereby represents that (i) it is duly organized and in good standing under the laws of the state indicated as its state of organization in the first paragraph of this Agreement and has adequate power to enter into and perform this Agreement; (ii) this Agreement has been duly authorized, executed and delivered on behalf of Paciolan and constitutes the legal, valid, and binding agreement of Paciolan, enforceable in accordance with its terms; and (iii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to such party or any provision of Paciolan's charter or bylaws, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Paciolan pursuant to any instrument to which such party is a party or by which it or its assets may be bound.

(B) Paciolan also represents to Customer that any Professional Services provided hereunder will be performed in a professional and workmanlike manner by appropriately qualified personnel.

(C) Paciolan represents that the Paciolan Software and Documentation do not infringe upon any (i) any trade secret, copyright, or trademark, or (ii) to the best of Paciolan's knowledge as of the Effective Date, any patent, and (iii) Paciolan has not, as of the Effective Date, received any communications alleging that Paciolan has violated or would violate any of the patents, trademarks, service marks, trade names, copyrights, trade secrets or other proprietary rights of any other person or

entity in each case related to such Paciolan Software or Documentation.

(D) Paciolan represents to Customer that, under normal use and operation, during the Initial Term, and any Renewal Term hereof, except as otherwise provided below, the System shall perform substantially as provided in the Documentation and the applicable specifications set forth in the RFP and Response and shall be available and functioning as required by the terms of this Agreement at least 99% of each day ("Performance Standards"), measured as an average on a monthly basis; provided, however, that notwithstanding the foregoing, Paciolan shall not be deemed to be in breach of this Section 11(D) in cases where the System shall not be available and functioning as required by the terms of this Agreement due to (i) routine hardware or infrastructure software maintenance (including hardware and infrastructure software upgrades) which will be needed to ensure effective performance of the system and applications and which will require the hosted solution not be available to the client or external users for the duration of the maintenance or upgrade activity; (ii) Internet outages; (iii) Customer equipment or hardware failure; (iv) Customer's negligence or willful misconduct; (v) a Force Majeure Event (as defined herein below); or (vi) upgrades to the Software licensed hereunder. Scheduled downtime for routine hardware and infrastructure software maintenance referenced in subpart (i) above will generally be done during off hours between 12:00AM and 4:00 AM Customer local time not exceeding sixteen (16) hours during any consecutive four (4) week period or more than four (4) consecutive hours during any single week ("Scheduled Downtime"). Paciolan will notify Customer of any unscheduled maintenance and will take reasonable steps to schedule such maintenance at mutually convenient times that are intended to minimize disruption to the Customer's patrons. Paciolan reserves the right to change the Scheduled Downtime hours subject to all other terms and conditions herein.

(E) Paciolan represents that it will use commercially available anti-virus screening programs to screen media containing the Paciolan Software before delivery of such media to Customer. Customer acknowledges that not all viruses can be detected by such programs and therefore, Paciolan does not represent or warrant that such media will be free of viruses. Paciolan's sole obligation if Customer's screening procedures detect a virus on such media, or if Customer is otherwise able to

demonstrate that media supplied by Paciolan is the source of a virus introduced into Customer's computing environment, will be to deliver a new copy or copies of the Paciolan Software on media free of the identified virus, at no charge to Customer.

(F) Customer hereby represents that (i) it is duly organized and in good standing under the laws of the state indicated as its state of organization in the first paragraph of this Agreement and has adequate power to enter into and perform this Agreement; (ii) this Agreement has been duly authorized, executed and delivered on behalf of Customer and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; and (iii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to such party or any provision of Customer's charter or bylaws, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Customer pursuant to any instrument to which Customer is a party or by which it or its assets may be bound.

(G) Customer represents and warrants to Paciolan that Customer is the exclusive operator of the Designated Site and has the sole rights and authority to enter into this Agreement and will use the System solely for its business purposes as provided in this Agreement.

(H) No Surreptitious Code Warranty: Paciolan warrants to Purchaser that no licensed copy of the Software provided to Purchaser contains or will contain any Self-Help Code, as defined below, or any Unauthorized Code, as defined below, inserted or developed into the Software by Paciolan or any of its agents ("No Surreptitious Code Warranty").

As used in this Agreement, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) for purposes of use, maintenance or technical support of the computer program.

As used in this Agreement, "Unauthorized Code" means any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm Software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

Paciolan will defend Purchaser against any claim, and indemnify Purchaser against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

(I) **Physical Media Warranty.** Paciolan warrants to Customer that each licensed copy of the Software provided by Paciolan is and will be free from physical defects in the media that tangibly embodies the copy (the "Physical Media Warranty"). The Physical Media Warranty does not apply to defects discovered more than thirty (30) calendar days after the date of Acceptance of the Software copy by Customer.

Paciolan shall replace, at Paciolan's expense including shipping and handling costs, any Software copy provided by Paciolan that does not comply with this warranty.

(J) THE PROVISIONS OF SECTION 11 CONSTITUTE LIMITED WARRANTIES, AND THEY ARE THE ONLY WARRANTIES MADE BY PACIOLAN TO CUSTOMER. NO DEALER, AGENT OR EMPLOYEE OF PACIOLAN IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PACIOLAN NOR ANY OF ITS SUPPLIERS OR LICENSORS MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE SYSTEM OR SERVICES. PACIOLAN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SYSTEM WILL MEET CUSTOMER'S NEEDS OR OPERATE IN COMBINATION WITH OTHER SOFTWARE, OTHER THAN THE PACIOLAN SOFTWARE AND THIRD PARTY SOFTWARE.

PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED.

12. Limitation of Liability. EXCEPT WITH RESPECT TO A BREACH OF PACIOLAN'S INTELLECTUAL PROPERTY RIGHTS, BREACH OF THE "NO SURREPTITIOUS CODE WARRANTY", OR A BREACH OF THE CONFIDENTIALITY PROVISIONS HEREIN, IN NO EVENT WILL PACIOLAN OR CUSTOMER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF GOOD WILL OR DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF CONTENT OR DATA, HOWEVER CAUSED, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, EVEN IF PACIOLAN OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT WILL CUSTOMER BE LIABLE FOR ITS RELEASE OF INFORMATION, TO THE EXTENT SUCH RELEASE IS IN ACCORDANCE WITH APPLICABLE LAW.

13. Indemnification.

(A) Customer shall indemnify Paciolan and its successors, assigns, officers, directors, employees and agents (collectively, "Paciolan's Indemnitees") against, and hold Paciolan's Indemnitees harmless from, any and all third party claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Paciolan's Indemnitees occurring as a result of, or in connection with: (i) any unauthorized use of the System or Software by Customer (or any Additional Customer, but only to the extent that such Additional Customer is an internal business unit of Customer) or unauthorized possession and use of the Hardware by Customer (or any Additional Customer, but only to the extent that such Additional Customer is an internal business unit of Customer); (ii) any unauthorized or illegal use of Personal Information (as defined in Section 10 herein) by Customer (or any Additional Customer, but only to the extent that such Additional Customer is an internal business unit of Customer); except to the extent that any such claim shall relate to Paciolan's negligence or willful misconduct with respect thereto; (iii) any improper Ticket issuance by

or other operator error of Customer or its agents in respect of an Event held at the Facility; or (iv) bodily injury to persons holding Tickets arising out of the claimant's presence at the Facility to the extent such injury is caused by the negligence or willful misconduct of Customer (or any Additional Customer, but only to the extent that such Additional Customer is an internal business unit of Customer).

(B) Paciolan shall indemnify Customer and its successors, assigns, officers, directors, employees and agents (collectively, "Customer's Indemnitees") against, and hold Customer's Indemnitees harmless from, any and all third party claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Customer's Indemnitees occurring as a result of, or in connection with (i) any use of Personal Information (as defined in Section 10 herein) other than as permitted herein; or (ii) any claim or action of a third party alleging that the Paciolan Software infringes a patent, existing and valid as of the date hereof, or any copyright or trademark held by such party (an "Infringement Claim"); provided, however that Paciolan shall have no liability for any Infringement Claim based on Customer's: (1) use of the Paciolan Software in any manner inconsistent with the terms and conditions of this Agreement or Customer's negligence or willful misconduct; (2) use of the Paciolan Software after Paciolan's written reasonable notice that Customer should cease use of any portion of the Paciolan Software due to an Infringement Claim; (3) combination of the Paciolan Software with a non-Paciolan program or data not included within the System if such Infringement Claim would have been avoided had such combination not occurred; (4) use of other than the latest version of the Paciolan Software, if such infringement could have been avoided by use of the latest version and such latest version has been reasonably made available to Customer.

(C) A party's right to indemnification under this Agreement ("Indemnified Party") is conditioned upon the following: prompt written notice to the party obligated to provide indemnification ("Indemnifying Party") of any claim, action or demand for which indemnity is sought; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnified Party in the defense of the claim.

14. Maintenance and Software Support.

Concurrent with the execution of this Agreement, Customer will enter into the Maintenance and Software Support Program referenced in the Support Schedule with Paciolan. Support Services include support for all functionality and software included in the Paciolan system but does not include assistance with integration to external Customer systems or custom reports specific to unique business operations. For any services requested by Customer but not provided in the Maintenance and Software Support or set forth in the Professional Services section of the Investment Addendum, Customer will be responsible to contract with Paciolan on a time materials basis or secure the necessary services through a Paciolan approved third-party organization. Notwithstanding anything to the contrary contained in this Agreement or any exhibit, attachment or schedule to the Agreement, all maintenance and support fees are included in the Service Fees set forth in the Investment Addendum and Customer shall not be required to make any additional payments whatsoever in respect of such maintenance and support services.

15. Professional Services. The schedule and delivery of all Professional Services to Customer will be governed as provided in this Agreement, the Statement of Work, and the Investment Addendum. Customer agrees to provide reasonable working space and office facilities to Paciolan, when Paciolan is required to perform services at a Customer location. Customer shall have the right to request the replacement of any of Paciolan's employees or subcontractors that Customer does not believe, acting reasonably, have the necessary skills to complete the assigned work, or who pose a threat to Customer's employees, facilities or systems.

(A) **Project Management Services.** Paciolan will appoint an appropriately qualified individual as project manager (the "Project Manager") for the implementation of the Professional Services at Customer's Facility. The Project Manager will be responsible for planning the implementation of the System and will have the authority to act for Paciolan's management to execute Paciolan's obligations, as further described in the Statement of Work. Customer will appoint an appropriately qualified individual as project manager (the "Customer Project Manager") to oversee the implementation of the Professional Services. The Customer Project Manager will be responsible for monitoring and coordinating with the Project Manager all aspects of the implementation of the System that are the responsibility of Customer and

will have the authority to act for the Customer in executing Customer's obligations detailed in the Statement of Work. The Customer Project Manager and the Project Manager will collaborate to produce a mutually acceptable schedule and completion criteria as specified in the Statement of Work. The Project Manager will provide status reports to the Customer Project Manager at agreed upon intervals. The Project Manager's services may be performed at a Customer location or remotely as appropriate.

(B) Implementation and Training Services. For each Paciolan Software product licensed to Customer herein, Paciolan will train Customer's employees in the effective use of the System and assist Customer in an evaluation of its operational requirements and provide consultation on the setup of the Paciolan Software and effective operational procedures (collectively, the "Implementation and Training Services"). The Implementation and Training Services to be provided to Customer are set forth in the Professional Services section of the Investment Addendum. Included in these services are preparation and planning services that are typically performed remotely from Customer locations. A Paciolan implementation consultant under the direction of the Project Manager will provide the Implementation and Training Services. The Implementation and Training Services will be provided by a member of Paciolan's Professional Services staff. Implementation and Training Services will consist of the on-site or remote instruction and will include the setup of basic reports required to commence and support the initial operation of the System. Training will be conducted at sites mutually acceptable to Paciolan and Customer. The consultation, planning and configuration services detailed in the Professional Services section of the Investment Addendum include the preparation and configuration of key System components and the remote consultation with Customer's system and network administrators required to prepare for the implementation of the System. Paciolan provided hardware peripherals and point-of-sale equipment may be configured and installed by Paciolan at Facility.

(C) Statements of Work. Paciolan shall provide implementation services for the System in accordance with Statements of Work. The Statements of Work will set forth (i) the tasks of the respective parties in connection with such Implementation and Training Services and (ii) implementation criteria to be performed by the parties relating to such tasks. Acceptance of the System by Customer will be deemed to have occurred

as soon as the System is installed, tested and declared operational by Customer but no later than thirty (30) days following the first live ticket sale to the public.

(D) Project Schedule. After the ratification of this Agreement and as provided for in the Statement of Work, Paciolan and Customer will confer and mutually agree to a project schedule ("Schedule") detailing the total number of Service Days (defined below) required to complete the project. The total Service Days specified may vary from the original estimate. After reaching agreement on the Schedule, Customer and Paciolan mutually agree to make commercially reasonable efforts to perform according to the Schedule and to complete their obligations under the Statement of Work within the Service Days allotted.

(E) Solicitation of Employees. Customer acknowledges that Paciolan's employees and contractors are valuable business assets of Paciolan and agrees that, during the Term, it shall not, unless mutually agreed to by both parties, (for itself or for any third party) divert or attempt to divert from Paciolan any employee or contractor, through solicitation or otherwise provided, however, that this obligation will not apply to or be breached by advertising of open positions, participating in job fairs and comparable activities, or other forms of soliciting candidates for employment or contract opportunities that are general in nature.

(F) Programming Services. Paciolan offers custom programming and data conversion services at prices based on criteria detailed in Paciolan's Service Policies. Any programming or data conversion services included in this Agreement have been detailed in the Professional Services section of the Investment Addendum and such services will be provided under the terms of the Statement of Work and the Paciolan Services Policies. These services may include functional requirements, design specifications, coding, testing, and instructions for running of the System by Customer.

16. Survival of Obligations. In the event of the termination of this Agreement, all licenses and purchase transactions executed pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the

completion of the performance, cancellation or termination of this Agreement shall so survive, which shall include the provisions of Section 1 ("Definitions"), Section 5(B) ("Restrictions"), Section 8 ("Fees and Payments Terms"), Section 9 ("Confidentiality"), Section 11 ("Representations and Warranties"), Section 12 ("Limitation of Liability"), Section 13 ("Indemnification"), Section 18 ("Export Controls"), and Section 20 ("General Provisions") shall survive and shall continue to bind the Parties.

17. Insurance.

(A) Customer and its officers, directors, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against Customer and its officers, directors, employees and agents in the performance of their official duties in good faith under this Agreement, including claims for property damage, will be paid from the tort claims liability account as provided in RCW 4.92.130. For all other loss to the Hardware other than loss occasioned by the negligence or misconduct of Paciolan, such as loss caused by fire, vandalism, malicious mischief, theft, or other cause, Customer shall self-insure the Hardware in an amount equal to the full replacement value of the Hardware as determined by Paciolan.

(B) Paciolan shall, at its own expense, provide and maintain at all times during the term of this Agreement, the following insurance coverages: (i) worker's compensation, as required by law; (ii) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 annual aggregate; and (iii) errors & omissions liability insurance, with a minimum limit of \$1 million per claim, \$2 million annual aggregate. All insurance policies must be issued by an insurance carrier with an A.M. Best rating of A- or better. Paciolan shall furnish to Customer, upon written request, certificates of insurance evidencing compliance with all insurance provisions noted above.

18. Export Controls. Customer agrees to comply with all then current export and import laws and regulations of the U.S. (including the deemed export rule) and such other governments and jurisdictions as are applicable to the Software or Hardware. Customer hereby certifies that it will not directly or indirectly, export, or re-export the Software, the Hardware, or related information in violation of such

laws and regulations. Customer shall defend, indemnify and hold Paciolan harmless from any expenses, costs, damages, penalties, fines or assessments that may arise from Customer's failure to comply with said export and import laws or controls.

19. Notice to U.S. Government End Users. The products are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1-4, as applicable, all U.S. Government End Users acquire the products with only those rights as are granted pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Paciolan, Inc., 17305 Von Karman Avenue, Irvine, CA 92614.

20. General Provisions.

(A) Notices. All notices or demands required or permitted to be given or made hereunder by a party shall be in writing and, except as otherwise expressly provided herein, shall be deemed to have been given if made by hand delivery with signed receipt, or five (5) days after delivery to a recognized overnight courier with signature required, postage prepaid, addressed to the other party at its address designated on the first page of this Agreement (in the case of Paciolan, all notices shall be sent to such address to the attention of Chief Financial Officer, with a copy to the attention of the "General Counsel" at the same address), or at such other address as such other party shall have furnished in writing to the notifying party in accordance with this Section.

(B) Effect of Waiver. No waiver of any right by either party under this Agreement shall be of any effect unless such waiver is expressed, in writing and signed by the waiving party, and no partial or single exercise of a waiver shall ever be deemed in and of itself to constitute a waiver of such right or any other or future right(s) hereunder. Any purported waiver not consistent with the foregoing shall be void.

(C) Attorneys' Fees. If either party engages or utilizes attorneys to enforce any rights arising out of or relating to this Agreement, or obligations set forth herein, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other related expenses.

(D) Applicable Law. This Agreement shall be governed by, construed, interpreted, and enforced under the laws of the State of Washington and the United States without regard to conflict of laws provisions thereof. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in the federal or state courts of Washington. Paciolan consents to the jurisdiction of such courts and hereby waives, to the fullest extent permissible, the defense of an inconvenient venue or forum to the maintenance of any such proceeding. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or by the Uniform Computer Information Transactions Act ("UCITA").

(E) Additional Documents. Each of the Parties hereto agrees to execute and deliver such additional and further documents and instruments as may be necessary or appropriate to carry out the intents and purposes of this Agreement.

(F) Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Further, in the event that any provision of this Agreement shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

(G) Binding Effect. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

(H) Amendments. This Agreement shall not be changed, modified, altered or amended in any respect without the mutual consent of the Parties hereto, which consent shall be evidenced by a written amendment to this Agreement executed by the Parties hereto.

(I) Entire Agreement. This written Agreement and any Exhibits and/or Addenda hereto, constitute the sole and only agreement of the Parties relating to the matters covered hereby, provided that the RFP

and Response shall be incorporated as part of the Agreement between the parties only with respect to and to the extent of the specifications set forth therein regarding the Paciolan Software and services to be provided hereunder. In the event of any conflict between the Agreement and the RFP and Response, the term of this Agreement shall prevail. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement supersedes any and all existing contracts and agreements by the Parties with respect to the subject matter covered herein.

(J) Force Majeure Event. Neither party hereto shall be deemed to be in default hereunder, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure of performance which occurs due to any war, flood, fire, hurricane, earthquake, civil disturbance, act of God or other event beyond such party's reasonable control ("Force Majeure Event"), but only for so long as such Force Majeure Event shall continue to prevent such performance and further provided that a Force Majeure Event shall not excuse timely performance of Customer's payment obligations hereunder.

(K) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile copies shall be deemed originals if signed by the duly authorized representatives of the Parties. Such facsimiles shall constitute valid, binding documents and shall be regarded as such upon receipt.

(L) No Joint Venture. The relationship of Paciolan and Customer hereunder shall in no way be construed to create a joint venture or partnership, or to constitute either Party as an agent or employee of the other Party for any purpose other than as set forth herein, except for the purposes of this Agreement, and that such information is subject to confidentiality obligations as set forth herein.

(M) Publicity. The award of this Agreement to Paciolan is not in any way an endorsement of Paciolan or Paciolan's products by Customer and shall not be so construed by Paciolan in any advertising or other publicity materials. Paciolan agrees to submit to Customer, all advertising, sales promotion, and other publicity materials relating to this Agreement or any product or service furnished by Paciolan wherein Customer's name, logos or trademarks are mentioned, language is used, or

Internet links are provided from which the connection of Customer's name, logos or trademarks therewith may, in Customer's judgment, be inferred or implied. Paciolan further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of Customer *prior* to such use.

(N) Assignment. This Agreement may not be assigned or transferred, in whole or in part, by either party without the prior written consent of a corporate officer of the other party which consent shall not be unreasonably withheld. An assignment shall be deemed to occur, without limitation, upon any merger, consolidation, sale of all or substantially all the assets, or other change in control, of either party hereto. Notwithstanding the foregoing, Paciolan may assign this Agreement in connection with the merger, consolidation, sale of all or substantially all assets or other change of control.

(O) Exhibits. The following exhibits are hereby incorporated by reference and made a part of this Agreement:

| | |
|-------------|---|
| Exhibit A: | Maintenance and Software Support Addendum |
| Exhibit B: | e.Venue Addendum |
| Exhibit C: | PACMail Addendum |
| Exhibit D: | Intentionally Left Blank |
| Exhibit E: | Investment Addendum with Schedules |
| Schedule 1: | Transactions |
| Schedule 2: | Fees and Payment Terms |
| Exhibit F: | Customer's Request For Proposal |
| Exhibit G: | Response to Request for Proposal |
| Exhibit H: | Statement of Work |

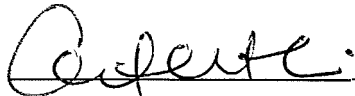
(P) Purchase Orders. All purchase orders for Hardware submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement, unless otherwise agreed in writing by the Parties. No provision or data on any purchase order or contained in any documents attached to or referenced in any purchase order shall be binding to the extent that it is in addition to or contradicts the terms and conditions contained herein or the provisions of the Statement of Work (including amendments thereto). All other such data and provisions shall be deemed deleted and are hereby rejected except to the extent such data and provisions are incorporated in an executed

All purchase orders shall contain the information reasonably necessary for Paciolan to fulfill the order. Paciolan promptly will notify Customer if Paciolan is unable to fulfill a purchase order as submitted. No order is to be considered "accepted" by Paciolan unless its receipt has been acknowledged (such acknowledgment not to be unreasonably withheld or delayed).

(Q) Currency. All amounts stated in this Agreement are in U.S. dollars unless otherwise specified herein.


(R) Signatures. The following are the signatures of representatives of Paciolan and Customer who have legal authority to bind their respective organizations and by signing have caused this Agreement to be duly executed as of the date first written above.

PACIOLAN, INC.

Signature: 
Name: A. Koffman
Title: OR
Date: 5/31/05

WASHINGTON STATE UNIVERSITY

Recommended By:

Signature: 
Name: Leslie Johnson
Title: Assistant AD-Business Operations
Date: 5-23-05

Approved By:


Signature: 
Name: Richard A. Heath
Associate Vice President
Washington State University
Title: _____
Date: 5/24/05

EXHIBIT A: MAINTENANCE AND SOFTWARE SUPPORT ADDENDUM

The subject of this addendum ("Support Addendum") is the maintenance and support services provided to Customer by Paciolan for the Paciolan Software products licensed to Customer under the terms of the Master Software and Services Agreement (the "Agreement") entered into with Paciolan. This Addendum is subject to and hereby incorporated into the Agreement. If any provision of this Addendum is in conflict with the Agreement, the terms of this Addendum will prevail. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. Paciolan Software Support Services.

(A) Service Program. Paciolan will supply Customer maintenance and support services (the "Support Services") in accordance with Paciolan's support policies and procedures ("Service Policies"), a copy of which will be provided to Customer upon execution of the Agreement. If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The service hours and the specific services to be delivered, including telephone and/or electronic consultation, are based on a service program (the "Service Program") selected by Customer. The available Service Programs are set forth in the Support Services. The Service Program selected by Customer is listed on the Support Schedule herein.

(B) Consultation. Paciolan will supply Customer telephone and/or electronic consultation for the Software as detailed in the Support Service.

(C) Error Correction. Customer shall notify Paciolan in writing of any Errors, specifying the details of the Errors and manner in which the Software does not perform in conformity with the applicable Performance Standards. Following completion of the Error Correction, Paciolan shall provide the Error Correction to Customer through the transmission of sufficient programming data and operating instructions to remedy the Error. Such transmission may be in a form of a release that includes other changes that have been made by Paciolan. Installation and incorporation of any Error Correction or release provided by Paciolan shall be the responsibility of Customer. Error classification, response times, and timeframe for providing Error Corrections are further outlined in the Support Services Document.

(D) Major Releases. Periodically Paciolan develops a major release of the Paciolan Software which incorporates significant enhancements and/or substantial new functionality and which are designated by a change in version number to the left of the first decimal point "Major Releases". Major Releases will not exceed 4 in any given year. Major Releases may require Paciolan conversion services to

move a Customer's data to the new product and substantial consultation and training services to convert a Customer's operation to the new product. During the Initial Term and each Renewal Term, Paciolan shall provide to Customer, at no additional cost, all Major Releases, excluding travel related expenses for training and implementation personnel of Paciolan, such expenses to be subject to Customer's prior approval.

2. Support Services Conditions.

(A) Data Account. The Support Services are limited to the support of only one Data Account for Software products specified in the Covered Software Products Section of the Support Schedule. The support of other Data Account or operational sites must be provided for by written agreement between Paciolan and Customer.

(B) Support Changes. No additions of Paciolan Software or Third Party Software may be added to the System during the term of the Agreement without a written agreement to do so between Paciolan and Customer.

(C) Services Policies Acceptance. Paciolan reserves the right to amend the Service Policies provided that Customer is given written notice sixty (60) days prior to Paciolan implementing any amendment and that such amendments will not materially impair the benefits derived by Customer under this Support Addendum. Customer acknowledges that its key managers responsible for administration of this Support Addendum and the Agreement will be directed to read these policies, and to abide by them during the Initial Term or any Renewal Term of the Agreement.

(D) Hardware Maintenance. Paciolan shall provide ordinary and routine maintenance and repair of the Hardware (excluding Access Management Hardware) at no additional costs to Customer, provided that such maintenance or repair is not necessitated by the negligence of Customer, or its employees or agents. In the event of a breakdown or malfunction in the operation of the Hardware, or difficulties encountered in connection with access to

the Software or System, Customer agrees to promptly notify Paciolan of any such breakdown, malfunction or difficulty to assist Paciolan in performing its obligations hereunder. In the event of any emergency, Paciolan further agrees to respond to such emergency as quickly as possible to provide Customer with repair services in accordance with the Service Policies. Paciolan shall bear the cost and maintain extended warranty service contracts on all onsite hardware (exclusive of Access Management Hardware) during the life of this Agreement. Paciolan may choose to subcontract hardware services to OEM certified third party providers. Customer will be provided with third party terms and conditions, contact information and contact procedures. Customer may choose to initiate hardware on-site service requests directly with the service provider or contact Paciolan Customer Service Department who will initiate on site services on behalf of the client. Customer will be responsible for any invoices generated should services requested fall outside the scope of the extended warranty agreement, for example, moving hardware equipment or requiring on-site support outside the principle period of maintenance.

(E) Out of Scope. Any services requested by Customer beyond the scope of this Support Addendum or the Agreement will be considered out-of-scope services. In the event that Paciolan elects to perform such services at a mutually agreeable time and price, the services will be performed under the relevant provisions of the Support Services.

3. Third Party Software Support Services.

A) Paciolan agrees to provide support for the Third Party Software as provided for in the Service Policies.

(B) Paciolan warrants that it has the right to license the Third Party Software to Customer and has licensed or will license from a qualified vendor the appropriate licenses for the Third Party Software products to be used with the Paciolan Software in conjunction with this Agreement. The rights to the Third Party Software and all related proprietary information shall at all times remain with the respective developers provided to it by Paciolan.

4. System Access.

(A) Customer grants Paciolan the right to directly access the System solely for the purpose of fulfilling its rights and obligations under this Agreement and Customer shall not unreasonably

restrict Paciolan's access to the System or any of its applications, files, account, registers, or databases. Such access shall be provided to Paciolan in accordance with Customer's security policies and procedures. Customer agrees to work diligently with Paciolan to establish a reasonable process for support and maintenance provided by Paciolan. To the extent required to perform its obligations herein, Paciolan will bear its telephone and network expenses for its remote access of the System.

(B) Paciolan agrees and acknowledges that its access of the System granted in Section 5(A) above is specifically limited to the execution of its obligations and rights under this Agreement. Paciolan further agrees and acknowledges that it is expressly prohibited from accessing, using or altering, any other computers, computer systems, computer software, data, resources, networks, lines, communication equipment used, owned, leased by Customer unless mutually agreed upon and approved in advance by Customer.

(C) Paciolan agrees to take commercially reasonable steps to protect and control the security of the System logins and passwords assigned to Paciolan and its employees.

6. Fees.

(A) Paciolan Software and Third Party Software supported under this Agreement are listed in the Support Schedule. Any other software installed on Customer's computers, whether supplied by Paciolan or not, is not covered under this Agreement.

(B) Customer shall be responsible for any charges for services requested by Customer that are not included within the scope of this Support Addendum or the Agreement, including charges for Paciolan personnel performing training services at Customer's site or other locations specified by Customer. Reasonable travel and related expenses incurred by Paciolan personnel in performing any such services will be billed to the Customer.

7. Proprietary Rights.

(A) To the extent that Paciolan provides Customer with any Error Corrections or Basic Enhancements which may need be installed at the Designated Site Customer shall promptly (i) install the Error Corrections and Basic Enhancements in the form provided by Paciolan at the Designated Site; and (ii) use such Error Corrections and Basic Enhancements only in connection with the System

and in a manner consistent with the requirements of the System.

SUPPORT SCHEDULE

Customer:

Washington State University

Designated Site:

Washington State University Ticket Office, including ticketing locations at other Washington State University venues or athletic facilities, including Martin Stadium, Beasley Stadium, and Bohler Gym.

Support Program:

Premium Service

Licensed UniVerse (Concurrent) Users:

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Covered Hardware Products:

As set forth in the Service Policies

Covered Software Products:

Paciolan Software
Third Party Software

EXHIBIT B: E.VENUE ADDENDUM

The subject of this addendum ("e.Venue Addendum") are the terms and conditions of Customer's use of the e.Venue product licensed to Customer under the terms of the Master Software and Services Agreement (the "Agreement"). This e.Venue Addendum is subject to and hereby incorporated into the Agreement. If any provision of this Addendum is in conflict with the Agreement, the Addendum will prevail.

1. **e.Venue License Conditions.** The Paciolan e.Venue licensed to Customer, including its system design and the programs that realize that design, is the sole property of Paciolan. Customer's right is in the use of the Object Code form of the Software during the term of Agreement provided that such use complies with the terms of the Agreement and this e.Venue Addendum.

2. **Web Site Services.** Paciolan will create and maintain at a location of its choosing, Customer-branded Internet Sites (the "Web Site"), as outlined in the Investment Addendum, for the benefit of the Customer. The Web Site(s) will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets, Value Items, payments, subscription orders and other items of value directly from the Customer's Paciolan ticketing software application through the e.Venue. Paciolan will take the commercially reasonable steps to ensure that the Web Site(s) are secure, functional and continually available to Customer and the public (subject to reasonable downtime for maintenance, upgrades and repairs). Scheduled downtime periods may occur during the hours of 12:00am and 4:00am Customer local time. Paciolan will notify Customer of any unscheduled maintenance that will make the Web Site unavailable to the Customer and/or the public and will take reasonable steps to schedule such maintenance at a time mutually convenient to Paciolan and Customer.

3. **Professional Services.** Included in the Agreement are the services for training, installation, project management, customization services related to the installation, and of the Web Site, as detailed in the Professional Services section of the Investment Addendum and the Statement of Work.

4. **Customer Responsibilities.** Customer agrees to maintain and update its Event and price information on its System to ensure maximum opportunity for transactions, provide and administer all credit card services used to complete transactions on the Web Sites and to monitor the Web Sites and to report to Paciolan the problems and anomalies encountered by it or its customers. In addition, Customer agrees to

fulfill its responsibilities as detailed in the Statement of Work.

5. **Terms and Conditions.** The following details the terms and conditions of the e.Venue license and services provided under this e.Venue Addendum:

(A) **Transaction Fees.** Customer will pay Paciolan transaction fees in accordance with Section 8(A) of the Agreement

(B) **Ownership; No Implied Licenses.** Paciolan shall have the right and be granted licenses to utilize and display such names, logos, brand marks (collectively, ("Customer Marks")) and other Customer content ("Customer Content"), to the extent necessary to include such Customer Marks and other Customer content on the Web Sites created for Customer. All proposed uses by Paciolan in respect of this e.Venue Addendum of the Customer Marks and Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Content and all rights therein belong exclusively to Customer and that this e.Venue Addendum, other than as specifically provided for herein, does not confer upon Paciolan any other rights, goodwill or other interest in the Customer Marks or Content. The intellectual property rights in the "look and feel" of the Web Site shall be owned by Customer; provided, however, that all of the intellectual property rights in the underlying software utilized in connection with the Web Site shall be owned exclusively by Paciolan. Each page of the Web Site shall include an attribution to Paciolan. The attribution shall state "Powered by Paciolan" on the Web Site. Paciolan reserves the right to modify this attribution from time to time during the term of this e.Venue Addendum, with Customer's prior approval, which shall not be unreasonably withheld. Paciolan will take reasonable measures to ensure that the attribution does not detract from the overall aesthetics of the Web Site pages and Customer will have the reasonable right to control the placement and size of the attribution.

(C) Electronic Transfer of Funds. For the limited purpose of electronic check transactions, Customer hereby appoints Paciolan (and Paciolan hereby accepts appointment from Customer) as its agent to make direct debits from individuals and entities that have agreed to purchase goods and services from Customer (each, an "Electronic Payment Consumer") and to make corresponding credits to Customer for such goods and services. Customer will, and Paciolan will assist Customer to, submit data in the form required for the electronic debiting from each Electronic Payment Consumer's bank deposit account. Customer and Paciolan will configure the e.Venue Software to obtain from each Electronic Payment Consumer all necessary information in proper form authorizing access to such Electronic Payment Consumer's bank account to transfer payment amounts to Customer's bank deposit account. Customer agrees to use commercially reasonable efforts to ensure that all data and entries submitted by the Electronic Payment Consumer are submitted to the applicable automated clearinghouse in correct form in a timely manner. Customer acknowledges that the applicable automated clearinghouse rules make provisional any credit given for an entry to an account until the financial institution crediting the account specified in the entry receives final settlement. If Customer's financial institution does not receive final settlement from Electronic Payment Customer's financial institution within five business days after Paciolan

debits Electronic Payment Customer's account for such amount, Electronic Payment Consumer's financial institution is entitled to a refund from Customer and Electronic Payment Consumer shall not be deemed to have paid Customer for any such goods and services. The Paciolan System will maintain electronic records that are compliant with applicable automated clearinghouse rules for automated clearinghouse entries, and Customer agrees to retain the electronic records for two (2) years after completion or revocation of such transaction.

(D) Compliance with Law. Each party agrees to comply with all laws and regulations whether federal, state or local, as well as any federal or regional automated clearing house rules applicable to automatic and electronic transfers of funds, including, without limitation, laws, regulations and rules governing correct authorizations by consumers, disclosures and notices required in connection with electronic funds transfers, and all necessary waivers and releases

(E) Term. This e.Venue Addendum shall commence upon the Effective Date and shall remain in effect though the Initial Term and any Renewal Term.

EXHIBIT C: PACMAIL ADDENDUM

The subject of this addendum ("PACMail Addendum") are the terms and conditions of Customer's use of the e.Venue PACMail products licensed to Customer under the terms of the Master Software and Services Agreement (the "Agreement"). This PACMail Addendum is subject to and hereby incorporated into the Agreement. If any provision of this Addendum is in conflict with the Agreement, the Addendum will prevail.

1. Delivery of Licensed Services; Licenses.

(A) Delivery. Paciolan licenses proprietary technologies and processes to carry out the Licensed Services, which included: (i) PACMail Services which provide Customer an Internet-based, email marketing solution that allows Customer to send targeted, personalized email promotional messages to fans, patrons and visitors; (ii) dynamic registration interface which includes a landing page with customizable text and graphics and a registration page with customizable newsletter sign up, topics and demographic questions; (iii) a database that will collect the registration information and includes automated and manual reporting on the data stored in the database; (iv) outbound e-mail transmission to selected segments of the database with basic functionality including text and HTML formatting, click tracking and advanced scheduling; and (v) includes 250,000 mail messages per month. Mail messages in excess of 250,000 per month will be billed at \$150 for each 100,000-message block. Unused messages do not rollover into following month (the "Licensed Services"). The Licensed Services will be accessible to Customer through a Customer-branded Internet site hosted by Paciolan at a URL to be designated by Paciolan from time to time (collectively, the "Site"). As part of a private label offering for Customer employing the Licensed Services, Paciolan shall, at its sole cost and expense, among other matters to be undertaken, brand the graphical user interface to the Site with the Customer logo and trademarks and service marks, so that the Site and any other products or services visible to Customer clients shall have the "look and feel" of Customer. Paciolan may subcontract any portion of the Site contemplated in this PACMail Addendum, provided that Paciolan shall be responsible for the conduct and performance of each subcontractor as if Paciolan had performed all of the subcontracted services.

(B) Ownership; No Implied Licenses The Intellectual Property Rights in the "look and feel" of the Site shall be owned by Customer; provided, however, that all of the Intellectual Property Rights in the underlying software utilized in connection with the Site, including, without limitation, PACMail, shall be owned exclusively by Paciolan. All

Intellectual Property Rights in the Customer Marks (as defined below), shall be owned exclusively by Customer (it being understood that Paciolan shall have the right and license to utilize and display such names, logos and other Customer content to the extent necessary to include such names, logos and other Customer content on the Site). For the purpose of this PACMail Addendum, "Intellectual Property Rights" means worldwide rights associated with (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, (ii) trademarks, service marks, domain names, trade dress, logos, and other brand or source distinctions, including related registrations and applications for registration, (iii) works of authorship, including copyright registrations, applications therefore, and moral rights, (iv) trade secrets and know-how, (v) divisions, continuations, renewals and re-issuances of the foregoing now existing or acquired in the future, and (vi) other intellectual property rights of any type throughout the world. Except as provided with respect to Customer License in Section 1(D) of this PACMail Addendum, nothing set forth in this PACMail Addendum shall be deemed to grant or imply any license to the Site.

(C) Customer Marks. All proposed uses by Paciolan in respect of this PACMail Addendum of the Customer trademarks, trade names, logos and other brand marks (collectively the "Customer Marks") are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and all rights therein belong exclusively to Customer, and that this PACMail Addendum, other than as specifically provided for herein, does not confer upon Paciolan any other rights, goodwill or other interest in the Customer Marks. Paciolan shall do nothing that is inconsistent with Customer's ownership rights in the Customer Marks, nor shall Paciolan use the Customer Marks in any manner that would cause dilution of any of such items. Each page of the Site shall include an attribution to Paciolan. The attribution shall state that "Powered by Paciolan". Paciolan reserves the right to modify this attribution from time to time during the term of this PACMail Addendum and update the attribution on the Site with prior notice to the Customer. Paciolan will take reasonable measures to ensure that the attribution does not detract from the

overall aesthetics of the web site pages and Customer will have the reasonable right to control the placement and size of the attribution.

(D) Customer License. Within thirty (30) days of the PACMail License Effective Date, Paciolan shall grant to Customer a worldwide, non-exclusive, non-transferable license (the "Customer License"), for the term of this PACMail Addendum, without the right to sublicense, to: (i) access and use the Site and to conduct and use the Site for Customer's internal business purposes, and (ii) to market and offer to Customer's clients the use of the Site.

(E) License Restrictions. The Customer License shall be subject to the following restrictions: (i) Customer shall access and use the Site only for the intended uses and purposes for which the Site is designed; (ii) Customer shall not knowingly permit any person, other than its authorized employees, agents or contractors who have been assigned passwords by its system administrator, to access the Site; (iii) Customer shall not have any access to the source code to the Site and shall not reverse engineer, reverse assemble, decompile or otherwise derive source code from the Site; (iv) the Customer shall not remove, modify or obscure any copyright, trademark, patent and other proprietary notices that appear on the Site, or during the use of such solution; and (v) except as set forth herein, the Customer shall not rent, lease or lend the Site to any third party.

2. Hosting and Maintenance Services.

(A) Hosting Services Provided. During the Term of this PACMail Addendum, Paciolan, at its sole cost and expense, shall operate, manage and maintain the Site by providing the following services (the "Hosting Services").

(i) Service Availability. Paciolan will use commercially reasonable efforts to ensure that the Site is available over the Internet and by modem connection at least 99% of the time during any 30-day period, to excluding downtime due to routine software or hardware maintenance, provided that Customer is notified of such maintenance at least seventy-two (72) hours in advance and, unless Customer otherwise agrees in writing in advance, such maintenance does not exceed four (4) hours during any calendar month. This guarantee does not include Customer requested maintenance in addition to scheduled maintenance, downtime resulting from Customer requested enhancements or upgrades, or Force Majeure.

(ii) Scheduled Downtime. Periodically it is necessary to perform system maintenance which requires that the Site not be accessible for registration or administration. These scheduled maintenance periods are generally during the hours of 10:00 P.M. to 5:00 A.M. Eastern Standard Time. The period between these two times will be deemed as scheduled downtime for the purpose of this PACMail Addendum.

(iii) Security. Paciolan will use commercially reasonable efforts to prevent unauthorized access to restricted areas of its servers and any databases or other material generated from or used in conjunction with the Site.

(iv) Integrity of Site. Except as set forth in this PACMail Addendum, Paciolan shall not make any alterations to the Site employed by the Customer System without the prior approval of Customer, other than alterations required for technical site functionalities. The specifications of the Site consists of placing the Customer's logo in the logo slot on the registration pages and creating a unique URL. Customer will provide all graphics and source code for the web page header. Additionally, the Customer may request, no more than once per year, a change of this web page header. Any other customizations, modifications of software code, site graphic content, reports or database migration or data porting services requested by Customer for the Site are not covered under the terms of this PACMail Addendum. Such services may be requested by Customer or proposed by Paciolan. In each case, Customer will receive an additional statement of work for the requested customization or services outlining number of hours, pricing and time to delivery. Both Parties must approve and sign the statement of work before work will begin. The services shall be billed at Paciolan's then current rates.

(B) Management Services. During the Term of this PACMail Addendum, Paciolan, at its sole cost and expense, shall provide, in addition to the customer support services it will be providing as part of the Premium Service program, the following services (collectively, the "Management Services") in respect of the Site:

(i) Data Storage. Store the information of the holders (and their authorized users) of each Customer License on third party services and in accordance with specified procedures. Paciolan shall use such information solely for the purposes contemplated in this Agreement and otherwise in compliance with all applicable state and federal laws.

(ii) Training. Paciolan, or its Designated Service Provider, will provide up to three (3) hours of Customer training in the operation of the Licensed Service, which training shall be provided telephonically. Additional training will be billed at Paciolan's then current rates.

(iii) Updates. During the term of this PACMail Addendum, Customer will periodically receive, if and when available, enhanced versions of the Site as they are placed into general release in the Paciolan community. In addition, Customer will have the option to license additional modules that provide additional functionality.

3. Customer Data.

(A) Confidential Nature. All data pertaining to Customer, its clients and end-users shall be Confidential Information. All such data shall be and will remain the property of Customer, and Paciolan shall, at no expense to Customer, provide Customer with reasonable access to any such data. Paciolan shall exercise commercially reasonable care for the protection of such data and shall maintain reasonable data integrity safeguards against the loss or corruption of such data.

(B) Return upon Termination. Promptly after the expiration or termination of this PACMail Addendum, Paciolan will, at Customer's direction, submit to Customer all data and files pertaining to Customer and its client's in Paciolan's then standard reasonable format and media.

4. Customer Responsibilities. During the term of this Addendum, Customer agrees to:

(A) Update Customer's corporate web site with marketing information regarding the Site;

(B) Establish a client login button on Customer's corporate web site that will transport the client to the Site which is being hosted by Paciolan in accordance with the terms of this PACMail Addendum;;

(C) Not permit any service competitive with the Site to originate from or be accessed by the Customer's Web site during the term of this PACMail Addendum;

(D) Not use the Software or services provided hereunder to promote the offerings of any third party ticketing solutions provider;

(E) Further ensure that its privacy policy, as may be amended from time to time, complies with all applicable state and federal laws, rules and regulations. Customer shall publish its standard privacy policy in a prominent location on the Site for viewing by customers and shall provide adequate notice, disclosure and choice to customers regarding its collection, use and disclosure of customer information; and

(F) Comply with all applicable state and federal laws, rules and regulations relating to the use of the PACMail Services and Site.

5. Term; Termination and Related Matters.

(A) Term. This PACMail Addendum shall commence upon the Effective Date and shall remain in effect though the Initial Term and any Renewal Term.

(B) Termination. This PACMail Addendum may be terminated: (i) by the mutual consent of Paciolan and Customer; or (ii) by Customer if, Paciolan fails to perform material provisions of this PACMail Addendum and such failure to perform these material provisions shall continue for thirty (30) days after Customer shall have delivered to Paciolan notice of such failure.

(C) Non-Renewal or Mutual Termination. In the event of the expiration or termination of this PACMail Addendum without renewal, Paciolan shall: (i) promptly submit to Customer all data and files pertaining to Customer and its clients in accordance with the provisions of Section 3(b), and (ii) not make use of Customer Confidential Information for Paciolan's own benefit or for the benefit of any third party and not release or disclose Customer Confidential Information to any other person, all in accordance with the provisions of Section 3(b).

EXHIBIT D

[INTENTIONALLY LEFT BLANK]

EXHIBIT E: INVESTMENT ADDENDUM

HARDWARE, SOFTWARE AND SERVICES

Qty Description

Hardware - Other

- | | | |
|----|--|----------------------|
| 16 | Personal Computer | Supplied by Customer |
| | Minimum PC Requirements: Windows XP or 2000 Professional, 733MHz Pentium CPU, 256MB RAM, 2GB Free Disk Space, Network Interface Card, SGVA or better video card, SVGA or better compatible monitor | |
| 2 | Star 2400E Smart Modem w/Cable (for t.Credit for backup) | |
| 1 | Printronix P5210 1000LPM Ticket/Report Printer w/Printronix Installation | |
| 1 | Okidata 320 Turbo Transaction Logging Printer | |
| 1 | Lantronix ESP2-100 Print Server | |
| 2 | PSI-25S Cable | |
| 1 | Sonic Wall Tele3-TZ170 VPN Client (for e.Venue) | |
| 1 | Sonic Wall Tele3-TZ170SP VPN Client (for CA over IP) | |

Hardware Point-of-Sale Stations

- | | |
|---|--|
| 8 | BOCA Mini+ 44 Ticket Printer (w/cutter) Dual Interface, 300dpi |
| 8 | Intermec MagScan Wedge Credit Card Swipe w/Cable Set & Module |
| 1 | Intermec Light Pen (for swiper configuration) |
| 8 | POS Cable (PSI-25S) |

SOFTWARE

Paciolan Application Software

- | | |
|----|--|
| 1 | t.Res Software License |
| 1 | Paciolan client Software for use with Seat Map |
| 1 | t.Fund Software Licensee |
| 1 | t.Credit Software License |
| 1 | e.Venue Software License |
| 14 | Paciolan Concurrent User License |
| | (includes Paciolan Application Fee, UniVerse DBMS License and SB+ Runtime License) |

Third-Party Application Software

- | | |
|----|--|
| 1 | ProtoBase Multiuser Software (includes SDC SofTrans and 1 Merchant ID) |
| 3 | SDC MultiMerchant Module (Additional Merchant ID) |
| 1 | SDC Protobase eXpress High-Speed SofTrans Module |
| | (includes 1 Protobase eXpress High Speed SofTrans License) |
| 3 | Additional SDC Protobase eXpress High Speed SofTrans License |
| 4 | SDC Site Activation Fee (1 Site Activation required per Merchant ID) |
| 16 | SB+ Client Windows/GUI Emulation Software License v5.3.3 |

Operating System Products

- | | |
|---|-------------------------------------|
| 1 | User UniVerse DBMS License v10.0.11 |
| 1 | User SB+ Runtime License v5.3.3 |

p.ODBC (Windows Reporting Tool)

- | | |
|---|------------------------|
| 1 | UVODBC License |
| 1 | t.Res ODBC Dictionary |
| 1 | t.Fund ODBC Dictionary |

HARDWARE, SOFTWARE AND SERVICES

| Qty | Description |
|-----|-------------|
|-----|-------------|

SUBSCRIPTION SERVICES

CA over IP Service

- | | |
|---|-----------------------------|
| 1 | CA over IP Monthly Service* |
|---|-----------------------------|

Service Program

- | | |
|----|--|
| 14 | Users, Premium Service Program (t.Res, t.Fund, t.Credit) |
|----|--|

* Includes up to 4 Mkeys. Monthly service fee will be billed as a QSC (quarterly service charge). Each additional Mkey is \$40 per month billed quarterly in advance. Service automatically renews on a monthly basis after initial term. Cancellation after initial term upon 45 days prior written notice. Subject to price increases after the initial term upon 60 days prior written notice. Customer is responsible for local Internet and back-up communications connections.

PROFESSIONAL SERVICES

Hosted Services

- | | |
|---|--|
| 1 | Hosted Services Setup <ul style="list-style-type: none">- Project Management- RS/6000 Setup, Configuration and Testing- Communication to LAN Setup and Testing- Communication to CA processor Setup and Testing |
|---|--|

Project Management Services (Estimate)

- | | |
|----|-------------------------------------|
| 15 | Day(s), Project Management Services |
|----|-------------------------------------|

Installation and Configuration Services (Estimate)

- | | |
|---|---|
| 1 | Day(s), Pre Installation Consulting/Network Connect |
| 4 | Day(s), Hardware Configuration & Installation |
| 2 | p.ODBC Installation |
| 1 | CA over IP Installation |

Implementation and Training Services

- | | |
|----|--|
| 10 | Day(s), Business Consulting |
| 5 | Day(s), t.Res Application Consulting & Planning |
| 20 | Day(s), t.Res Applications Training |
| 1 | Day(s), t.Credit Applications Training |
| 5 | Day(s), t.Fund Application Consulting & Planning |
| 10 | Day(s), t.Fund Applications Training |
| 10 | Day(s), Executive Reporting |

HARDWARE, SOFTWARE AND SERVICES

Qty Description

PROFESSIONAL SERVICES continued

e.Venue Professional Services

- 1 e.Venue Implementation
 - Project Management
 - System Installation and Configuration
 - HTML - Standard Site Build
 - Print at Home Initial Template Build (1 Template)
 - Post Installation
 - e.Venue Training

Data Conversion Services - Summary (Estimate) Ticketing

- 5 Day(s), Conversion Analysis
- 10 Day(s), Conversion Programming
- 5 Day(s), Conversion Testing

Note: Summary conversions do not include payment transactional information and will not be run mid-season. It does include patron demographics, order and seat history. Paciolan shall assist Customer in using patron import tools to transfer demographics and basic data from Advance into t.Fund.

PACMail INVESTMENT SUMMARY

| Qty | Description | Unit Price | Ext Price | QSHF |
|------------------|--------------------|------------|-----------|-----------------|
| 1 | Implementation Fee | \$2,400 | \$2,400 | |
| 1 | Service Fee* | | | \$3,000 |
| TOTAL AMOUNT DUE | | | | \$2,400 \$3,000 |

QSHF- Quarterly Software Hosting Fee

* Payable quarterly in advance. Includes 250,000 PACMail messages per month.

SCHEDULE 1: TRANSACTIONS

| TRANSACTION FEES | | July 2005- June 2006 | July 2006- June 2007 | July 2007- June 2008 | July 2008- June 2009 | July 2009- June 2010 |
|--|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Description | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Single Ticket or Value/Misc. Item (1) | | | | | | |
| Per Price of Ticket or Value/Misc. Item Sold via e.Venue | | 8.8% | 8.8% | 8.8% | 8.8% | 8.8% |
| Minimum Fee Per Ticket or Value/Misc. Item | | \$0.50 | \$0.50 | \$0.50 | \$0.50 | \$0.50 |
| Maximum Fee Per Ticket or Value/Misc. Item | | \$3.50 | \$3.50 | \$4.00 | \$4.00 | \$4.50 |
| New Combo / Multiple Event Items / Season Tickets (2) | | | | | | |
| Per Price of Combo / Multiple Event Item Sold via e.Venue | | 8.8% | 8.8% | 8.8% | 8.8% | 8.8% |
| Minimum Fee Per Combo / Multiple Event Item | | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 |
| Maximum Fee Per Combo / Multiple Event Item | | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| Student Season Tickets | | | | | | |
| Per Combo / Multiple Event Item Sold via e.Venue | | \$6.50 | \$6.50 | \$7.00 | \$7.00 | \$7.50 |
| If online Student Season Tickets is mandatory for all students | | \$3.50 | \$3.50 | \$4.00 | \$4.00 | \$4.50 |
| Renewals / Application Packages (3) | | | | | | |
| Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed) | | \$6.75 | \$6.75 | \$7.50 | \$7.50 | \$8.25 |
| Payment Plan Options | | | | | | |
| Per additional payments processed via e.Venue | | \$3.00 | \$3.00 | \$3.50 | \$3.50 | \$3.50 |
| Online Donation Processing | | | | | | |
| Per Transaction Value processed via e.Venue | | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% |
| Minimum Fee Per Transaction | | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| Maximum Fee Per Transaction | | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Electronic Transfer | | | | | | |
| Per Single Ticket transfer processed via e.Venue | | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| Electronic Returns | | | | | | |
| Per Single Ticket returns processed via e.Venue | | \$0.50 | \$0.50 | \$0.50 | \$0.50 | \$0.50 |
| e.Check Transactions | | | | | | |
| Per Check electronically processed | | \$4.00 | \$4.00 | \$4.00 | \$4.00 | \$4.00 |
| Electronic Ticket / Item Delivery from e.Venue and Back Office System(4) | | | | | | |
| Per Order utilizing Print at Home | | \$1.50 | \$1.50 | \$1.50 | \$1.50 | \$1.50 |
| Per Order utilizing Patron ID Card Device | | \$1.50 | \$1.50 | \$1.50 | \$1.50 | \$1.50 |
| e.Venue Guaranteed Minimum Annual Fee (5) | | | | | | |
| | | \$24,000 | \$24,000 | \$24,000 | \$24,000 | \$24,000 |
| Integrated Group Ticket Window | | | | | | |
| Per Ticket (includes electronic ticket delivery) | | \$1.50 | \$1.50 | \$1.50 | \$1.50 | \$1.50 |
| Guaranteed Minimum Annual Fees (5) | | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 |
| Integrated Ticket Marketplace (8) | | | | | | |
| Per Total Cost to Buyer (6) | | 15.0% | 15.0% | 15.0% | 15.0% | 15.0% |
| Per Price of Membership Sold (7) | | 25.0% | 25.0% | 25.0% | 25.0% | 25.0% |
| Integrated Suite Marketplace | | | | | | |
| Per Total Cost to Buyer (6) | | 15.0% | 15.0% | 15.0% | 15.0% | 15.0% |
| Per Price of Membership Sold (7) | | 25.0% | 25.0% | 25.0% | 25.0% | 25.0% |
| Minimum Fee Per Membership | | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Guaranteed Minimum Annual Fees (5) | | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| Web-Based Sales Terminal | | | | | | |
| Per Ticket or Value Item transacted through a Web-Based Sales Terminal | | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| WBST Guaranteed Minimum Annual Fee (5) | | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 |
| 1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through a Venue (including non-ticket items such as merchandise). Zero-priced items sold through e.Venue will be charged the minimum fee for the item type. 2 Per Combo / Multiple Event Items Fee is based on the purchase price of each Combo / Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate. 3 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate. 4 Only Print at Home and Magnetic Strips ticket delivery methods from e.Venue are currently available. Fees for other forms of electronic ticket and item delivery apply as delivery methods become available. Fees apply to orders assigning items to an electronic delivery method. 5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year. No minimums from date of signing to June 30, 2005. 6 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer. 7 Applies to membership fees, if any, charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace. 8 In the event that Customer charges its patrons a membership fee, then Paciolan shall receive the greater of (i) the Per Price of Membership Sold fees or (ii) \$6 per membership fee charged to a patron. | | | | | | |

SCHEDULE 2: FEES AND PAYMENT TERMS

FEES AND PAYMENT TERMS

| FEES | |
|--|------------------------|
| ANNUAL HOSTING SERVICES FEE (\$69,000/ year for 5 years and initial stub period) | \$362,250 |
| PACMail FEE (\$14,400/year for 1 year, \$12,000/year for 4 years) | \$62,400 |
| PAYMENT TERMS | |
| Due on the Effective Date (stub period - 1/4 of one year) | <u>\$17,250</u> |
| DUE on July 1, 2005 | <u>\$83,400</u> |
| DUE on July 1, 2006 | <u>\$81,000</u> |
| DUE on July 1, 2007 | <u>\$81,000</u> |
| DUE on July 1, 2008 | <u>\$81,000</u> |
| DUE on July 1, 2009 | <u>\$81,000</u> |

Request for Proposal
1320-B5082LJ01

Event Ticketing System

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1. INTRODUCTION

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors for a Washington State University (WSU) Event Ticketing System (ETS).

The proposed system will support the management of ticket operations for University athletic events. The University will enter into a five (5) year agreement as the result of this acquisition.

1.2 ACQUISITION PROCESS OVERVIEW

WSU will issue this RFP to all interested vendor organizations. A selection team will systematically score proposals. The highest scoring vendors will be selected and required to perform on-campus demonstrations in Pullman.

Details concerning the evaluation process and scoring are provided in section 2.5.

1.3 OUTLINE OF THE REQUEST FOR PROPOSAL

The RFP contains the following eleven major sections:

1. Introduction (this section)
2. General Administrative Instructions
3. Mandatory Screening
4. System Functional Features and Capabilities
5. System Technical Features and Capabilities
6. Vendor Qualifications
7. Customer References
8. Cost Proposal Evaluation
9. Vendor Proposed Implementation Schedule
10. On-Campus Functional Presentation & Technical Discussion
11. Examples of Section Scoring Sheets for Phases 1 through 3

The table of contents is intended to facilitate easy reference to RFP details.

1.4 WASHINGTON STATE UNIVERSITY OVERVIEW

Washington State University is a public, land-grant and research institution serving approximately 22,000 undergraduate and graduate students at the main Pullman campus and urban campuses located at Spokane, Tri-Cities, and Vancouver. The Washington State University mission is supported statewide at other locations such as County Extension Units. Further information about the University can be found at: <http://www.wsu.edu>.

The WSU Pullman campus hosts a variety of events that generate information requiring an integrated, flexible, robust, and expandable Event Ticketing System. It is very important to note that this system must support a variety of business operations. Most notable business activities include: seat assignments at various venues, sale of single game/event tickets, season ticket sales/renewals, processing credit card payments, receipt of priority seating donations, email communications, accurate accounting and distribution of all receipts, and dissemination of accurate information.

University venues include Martin Stadium (capacity 35,117), Beasley Coliseum (capacity 2,500-11,000 depending on event), Bohler Gymnasium (capacity 3,000), and Bailey-Brayton Field (capacity 3,500).

1.5 CURRENT SYSTEMS ENVIRONMENT

University applications that could receive ticketing transactions are for the most part institutionally developed such as receivables and accounting. The systems are built using Software AG - ADABAS and Natural as database and programming language respectively. The aforementioned are hosted in an IBM ZOS enterprise server environment. Ticketing transactions to these applications could be processed in a batch mode.

The University is using the Core Business Technology OneStep product for the majority of its revenue collection activities.

The Washington State University Foundation maintains donor records through *Advance*, by Sungard BSR. It is a client-server system, using SYBASE Adaptive Server Enterprise (version 12.0.0.7) for its database management functions. *Advance* maintains biographical, giving, and prospect tracking information in support of the Foundation's development efforts. *Advance* also provides inquiry capabilities into an entity's ticket history and Ticket Priority System standing. This ticket information is imported from external sources and is not intended to be generated and maintained within *Advance*.

Washington State University uses Diebold's Campus System Gold (CS Gold) card processing system for student sports pass access identification.

Campus web applications process credit/debit cards via the institution's credit/debit card server. Credit/debit card authorizations are processed using Cybersource hosted on WSU servers.

Communications for the majority of systems are supported within the institution's TCP/IP network. For the urban campuses and other locations where there is a Washington State University presence, communications pathways can be described as being "extranet". For instance, the State of Washington K-20 Educational Telecommunications Network provides the gateway to the WSU intranet for many remote locations.

The University has adopted a "single sign-on" methodology for networked services. This is known as the Washington State University Network ID. Kerberos and Active Directory provide authentication services.

1.6 ACQUISITION OBJECTIVES AND GOALS

Motivation to replace the current Event Ticketing System may be best described by the following. Features identified in sections 3 and 4 will reflect these objectives and goals in greater detail.

- Improve customer service by creating opportunities to make selected functions available on the web. Functions may include: single game or event ticket sales, season ticket sales/renewals, event updates, processing donations, account history, priority seating totals, and email communications
- Provide better service to our students by using available technologies to improve the ticket purchasing process and to improve the dissemination of information related to events.
- Acquire handheld and/or stationary units to improve processes at venue points of entry.
- Eliminate manual intervention where system automation can perform the same functions faster and more accurately.
- Acquire a system capable of providing comprehensive financial auditing and internal control standards.
- Achieve technical currency and the ability to evolve with the industry.
- Achieve an environment that facilitates the sharing of information with distributed business applications and the responsible users.
- Ability to adopt new security standards as the industry evolves.
- Ability to adopt usage of the Washington State University Network ID as login ID to this and all applications.
- Acquire a system with mechanisms to enable efficient access for operational and analytical purposes.
- Achieve a secure and stable application-operating environment.

1.7 ACQUISITION SCOPE

Washington State University's primary objective is to purchase services and/or software that will provide the functionalities described in Section 4 of this document to the WSU Athletic Department located on the Pullman campus. Other units within the University and at other University locations may also choose to use it either initially or at a future date.

The University's intention is to purchase all of the hardware and software required to complete the desired functionalities described in Section 4 from the successful bidder. The University reserves the right to purchase third-party hardware and/or software from other parties if it is deemed to be in the University's best interest.

1.8 MINORITY AND WOMEN'S BUSINESS POLICY

Washington State University encourages participation in contracts for goods and services by firms that are certified by the State of Washington as minority business enterprises (MBE) and/or women's business enterprises (WBE).

1.9 OTHER INSTITUTIONS ELIGIBLE FOR PURCHASE

WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE)

This solicitation is being issued by Washington State University (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34, and offers the bidder an opportunity to make any resulting contract available to members of the Washington Institutions of Public Higher Education purchasing cooperative (WIPHE).

2. GENERAL ADMINISTRATIVE INSTRUCTIONS

2.1 INTRODUCTION

The purpose of this section is to provide vendors with an understanding of the proposal process. This section contains instructions for vendors as they respond to this Request for Proposal (RFP) and describes the various phases of screening, review, evaluation, and selection. It also explains the rights of Washington State University and responding vendors in these procedures.

2.2 PURCHASING COORDINATOR AND BUSINESS COORDINATOR

Upon release of this RFP, all vendor questions should be directed as follows:

Purchasing Coordinator
Administrative Requirements
Pam Berry
Purchasing Department
Washington State University
Pullman, WA 99164-1020
Phone (509) 335-1692
Fax (509) 335-7765
Email ticketrpf@wsu.edu

Business Coordinator
Functional/Technical Requirements
Leslie Johnson
Athletic Department
Washington State University
Pullman, WA 99164-1602
Phone (509) 335-0333
Fax (509) 335-0328
Email ticketrpf@wsu.edu

Unauthorized contact regarding the RFP with other University employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on Washington State University. Vendors should rely only on written statements posted on the RFP website: <http://www.wsu.edu/athletics/rfp>.

2.3 SCHEDULE OF EVENTS (SUMMARY OF PROCESS)

2.3.1. ACQUISITION SCHEDULE

| Event | Date |
|--|---------------------------------|
| Issue RFP | November 4, 2004 |
| Date for respondent's last questions | Noon, Monday, November 29, 2004 |
| Due date for proposal submission | December 2, 2004 |
| Determine vendors that meet minimum qualifications | December 14, 2004 |
| Vendor on-campus demonstrations | Beginning January 3, 2005 |
| Select Vendor | January 12, 2005 |
| Sign Contract | January 26, 2005 |
| Implementation Begins | February 1, 2005 |
| Live Implementation | As Soon As Possible |

2.3.2. IMPLEMENTATION SCHEDULE

The preferred implementation plan is to begin installation in February 2005.

With this vision in mind, vendors are requested to provide a *proposed* timeline based upon their experience with other institutions understanding that an actual implementation schedule begin date cannot be accurately determined at this time. Vendors will not be bound to this schedule; it is only for planning purposes. A vendor proposal for an implementation schedule is to be illustrated in Section 10. The University's desire is to begin processing football season ticket renewals by mid-March 2005.

The schedule noted above is *tentative* and *dependent* on funding availability and/or administrative decisions made with regard to proceeding. Any such delays will require schedule adjustments.

2.4 VENDOR PROPOSAL PREPARATION INSTRUCTIONS

2.4.1. PROPOSAL RESPONSE DATE AND LOCATION

The vendor's proposal, in its entirety, must be delivered to the Purchasing Coordinator, using the Sealed Proposal Address Label found in Appendix B, no later than 4:00PM, local time in Pullman, Washington, on the date specified in Section 2.3.1. Proposals arriving after the deadline will be returned to their senders unopened. All proposals and accompanying documentation will become the property of Washington State University and will not be returned.

2.4.2. MULTIPLE PROPOSALS

Vendors interested in submitting more than one proposal may do so providing each proposal stands alone and independently complies with the instructions, conditions, and specifics of the RFP.

2.4.3. SINGLE RESPONSE

A single response (i.e. a proposal from only one vendor) to the RFP may be deemed a failure of competition and at the sole option of the University the RFP may be cancelled.

2.4.4. THIRD-PARTY VENDORS

Washington State University will accept proposals that include third-party software, hardware and/or services. Washington State University reserves the right to perform its own pricing investigation for the aforementioned items. If Washington State University is able to procure those products on superior terms, the institution may take the option to do what it determines to be in the best interest of the University and acquire these items independently from the proposing vendor.

2.4.5. BEST AND FINAL OFFERS

Washington State University reserves the right to make an award without further discussion of the proposal as submitted; there will be no best and final offer procedure. Therefore, the proposal should be submitted with the most favorable terms the vendor is able to offer.

2.4.6. PROPOSAL PRESENTATION AND FORMAT REQUIREMENTS

The following format requirements are required for all submitted proposals.

- Copies of all proposals are to be submitted on two CD-ROM's and appropriately labeled.
- The CD's must be able to be copied.
- Document formats may be either MS Word or Adobe PDF.
- Figures, tables, references, attachments, etc. should be referenced in the text.
- Pages should be numbered consecutively.
- In answering a question, vendors may reference pages in their documentation manuals for supplementary information. Sales brochures are not documentation manuals.
- Vendors are required to submit proposals using the sealed proposal address label in Appendix B.

2.4.7. PROPOSAL CONTENTS

The sections of the vendor proposal should be as follow:

| | |
|------------|---|
| Section 1 | Transmittal Letter (signed paper copy must also be included) |
| Section 2 | Administrative Requirements (see section 2.4.9) |
| Section 3 | Mandatory Requirements |
| Section 4 | System Functional Features and Capabilities |
| Section 5 | System Technical Features and Capabilities |
| Section 6 | Vendor Qualifications |
| Section 7 | Customer References |
| Section 8 | Cost Proposal Evaluation |
| Section 9 | On-Campus Functional Demonstration & Technical Discussion Evaluation (no response required) |
| Section 10 | Vendor Proposed Implementation Schedule |

2.4.8. SECTION 1 – TRANSMITTAL LETTER

The transmittal letter must be on the vendor's letterhead and signed by a person authorized to make obligations committing the vendor to the proposal. A statement agreeing to the Administrative Requirements found in section 2.4.9 of the RFP must be incorporated into the letter. Contact information for the primary contact for this proposal must also be included.

2.4.9. SECTION 2 – ADMINISTRATIVE REQUIREMENTS

This section of the proposal must include the following information:

- a) A brief (no more than three pages) executive summary of the vendor's proposal including:
 1. A high-level overview and the distinguishing characteristics of the vendor's product.
 2. Indicate the number of universities using the system as proposed. "System" is defined as the vendor's current version of the software with all the functionality proposed in the response to this RFP.
 3. Describe how closely the proposed system matches the Washington State University Event Ticketing System needs.
 4. Discuss what attributes of vendor's product, vendor's organization and this proposal in general offer Washington State University a distinguished long-term partnership relationship.
- b) A specific statement of commitment to provide local installation for the system.
- c) A specific statement warranting the period of time that the application will continue to be compatible with hardware and software platforms recommended in the vendor's RFP response.
- d) For proposal certification, the vendor must certify in writing:
 1. That all vendor proposal terms, including prices, will remain in effect for a minimum of 180 days after the Proposal Due Date.
 2. That the proposed software is currently marketed and sold under the vendor's most current release (or to be added within 6 months).
 3. That all proposed operational software has been in a production environment at three non-vendor owned customer sites for a period of 180 days prior to the Proposal Due Date (except in cases where custom or new functionality is designed for Washington State University).
 4. Acceptance of the Washington Department of Information Systems (DIS) Terms and Conditions. A link to the model contract can be found at <http://www.wsu.edu/athletics/rfp>.
 5. Acceptance of all terms and conditions of this Request for Proposal.

2.4.10. CONTRACTUAL TERMS AND CONDITIONS

The Terms and Conditions contained in the aforementioned model contract will automatically be incorporated into any contract awarded as a result of this solicitation. These provisions are based on recommendations from the State of Washington Department of Information Services (DIS).

Each vendor responding to this RFP must include a positive statement that they understand and accept the contractual terms and conditions. Any exceptions to these clauses must be submitted with the vendor's proposal. Vendors must specifically cite each clause at issue and suggest alternative language acceptable to them. Any clauses not so indicated will be considered as acceptable to the vendor and not open to future negotiations. Include any proposed exceptions as described in Section 8 of this proposal.

The RFP and all of its specifications and the vendor's responses to them will automatically be incorporated into any contract resulting from this solicitation. All representations made in the proposal will be binding upon the vendor.

The contract established with the vendor selected as a result of this process will provide for the installation and on-going maintenance of a University Event Ticketing System.

2.4.11. RFP QUESTIONS, INTERPRETATIONS AND MODIFICATIONS

2.4.11.1. QUESTIONS REGARDING THE RFP

All questions must be submitted via email to the appropriate contact (section 2.2) citing the specific RFP section and paragraph number. No oral or telephone responses or modifications will be considered. Depending upon the nature of the inquiry and the response, a copy of the question and the response may be displayed on the RFP website for the benefit of all other potential vendors. Refer to the acquisition schedule in Section 2.3.1 regarding acceptance of questions.

2.4.11.2. INTERPRETATION OF THE RFP

Should any discrepancies in or omissions from the specification be found, or doubt as to their meaning exist, the vendor shall at once notify the Purchasing Coordinator. The Purchasing Coordinator and/or Business Coordinator will respond via the RFP website at <http://www.wsu.edu/athletics/rfp>. All addenda issued shall be incorporated into the RFP and the contract. Washington State University shall not be responsible for oral interpretations.

2.4.11.3. RFP MODIFICATIONS

Washington State University reserves the right to change the acquisition schedule or issue amendments to the RFP at any time. Washington State University also reserves the right to cancel or reissue the RFP. Any RFP modifications will be posted on the RFP website at <http://www.wsu.edu/athletics/rfp>.

2.4.11.4. VENDOR COMPLAINTS REGARDING SPECIFICATIONS

Washington State University will consider vendor complaints regarding the Mandatory Requirements or Desirable Features before the deadline for close of inquiries. All complaints must be in writing and submitted to the Purchasing Coordinator.

2.4.11.5. ERRORS IN PROPOSAL

Washington State University will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadlines for proposal submission.

Washington State University reserves the right to make corrections or amendments due to errors identified in proposals by Washington State University or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. All changes must be coordinated in writing with, authorized by and made by the Purchasing Coordinator. Vendors are liable for all errors or omissions contained in their proposals. Changes must be sent electronically.

2.4.11.6. WITHDRAWALS OF PROPOSALS

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the Purchasing Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the proposal closing date and time.

All proposals submitted which are not withdrawn before the proposal closing date and time shall remain valid for 180 days following the proposal due date. Proposals that specify expiration in less than 180 days will be considered non-responsive and will be rejected.

2.4.12. COST OF PREPARING PROPOSALS

Washington State University is not liable for any costs incurred by vendors in the preparation and presentation of proposals, demonstrations, or incurred for any other purpose. These costs may not be charged to Washington State University.

2.4.13. CUSTOMER SITE VISIT TRAVEL COSTS

Washington State University will bear any and all travel and associated per diem costs for University employees to view functional demonstrations (if any) at customer site visits.

2.4.14. NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to Washington State University, Washington State University is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to Washington State University in any literature, promotional materials, brochures, sale presentation or the like without the express written consent of Washington State University.

2.4.15. CONFIGURATION ADJUSTMENT AND WSU RIGHTS

Washington State University reserves the right to select and exclude any equipment or software for the acquisition regardless of the configuration proposed by the vendor. As part of the evaluation process, Washington State University may find it necessary to add or delete software from the vendor's proposal to make equivalent comparisons. The vendor will be consulted on any such adjustments.

Determination as to clarity or completeness of responses to any of the provisions of the Request for Proposal will be made solely by Washington State University. Washington State University reserves the right to request clarification(s) or additional information or materials in any form relative to any or all of the provisions or conditions of this Request for Proposal.

Washington State University reserves the right to accept or reject proposals on each item separately or as a whole. In addition, Washington State University reserves the right to reject any or all proposals without penalty, to waive informalities or irregularities as the best interests may require in order to obtain the system that, in Washington State University judgment, best meets the needs of the Washington State University community as expressed in this RFP.

Washington State University shall award the contract based on the best combination of attributes as outlined in the evaluation criteria.

2.5. EVALUATION PROCESS

There are three phases of evaluation for this RFP. The first phase is a mandatory screening process designed to eliminate vendors who do not meet the minimum standards. Vendors eliminated after the first phase will be notified immediately. The second phase is the analysis and scoring of responses submitted for specific items identified in Sections 4 through 8. Upon evaluation of these sections, the top-qualifying vendors will be selected to enter the third phase of the RFP process. The third and final stage involves on-campus functional demonstration and technical discussion of the proposed system and a cost evaluation. The apparent successful vendor will be selected at the conclusion of this three-phase process.

2.5.1. EVALUATION TEAM

The Washington State University Event Ticketing Project Team consisting of University athletics, student affairs, development, and information technology staff will conduct the evaluation.

2.5.2. PHASE 1: MANDATORY SCREENING

The Mandatory Screening performed in Section 3 is a preliminary evaluation designed to ascertain vendor ability to meet minimum standards required to effectively function in the Washington State University environment. The screening results are pass or fail. A pass evaluation will allow a vendor to continue along the evaluation path. A fail evaluation will result in vendor disqualification.

2.5.3. PHASE 2: PRELIMINARY EVALUATION

2.5.3.1. POINT STRUCTURE

In RFP Sections 4 through 6, each line item is assigned a maximum number of possible points that may be awarded. Each evaluator will assess vendor responses and assign points according to individual judgment. Full, partial or no points will be recorded for each feature for each evaluator. Scores will be recorded for each feature and totaled for each section by each evaluator. Section 7 items use a scale to rank each item. A total for each evaluator will be calculated. The grand total for all evaluators will be calculated. This grand total will become a composite score for Sections 4 through 7. To complete the Phase 2 evaluation, the Section 8 evaluation score will be added together with the composite score for Sections 4 through 7. This final total will become the final score for each vendor in this phase and form the basis of comparison. Summaries listed in Sections 2.5.3.2 through 2.5.3.6 reflect the relativity of scoring within the four Phase 2-sections.

| | | |
|---|--------------------|-------------|
| Section 4 – Functional Features | 1200 Points | 40% |
| Section 5 – Technical Features | 750 Points | 25% |
| Section 6 – Vendor Qualifications | 300 Points | 10% |
| Section 7 – Customer Reference Evaluation | 450 Points | 15% |
| Section 8 – Cost Proposal Evaluation | 300 Points | 10% |
| TOTAL POSSIBLE | 3000 Points | 100% |

2.5.3.2. SUMMARY OF SCORING FOR SECTION 4 – FUNCTIONAL FEATURES AND CAPABILITIES

Scores will be based on functional quality and substance reflected in the narrative responses for each feature.

| Sub-Section Number | Sub-Section Title | 40% Maximum Points Available |
|--------------------|---------------------------------|------------------------------|
| 4.3.1 | Customer Information | 141 |
| 4.3.2 | Event Tickets | 162 |
| 4.3.3 | Development Functions | 78 |
| 4.3.4 | Event Facilities Inventory | 48 |
| 4.3.5 | Internet/Web-Based Access | 183 |
| 4.3.6 | Handheld Units | 78 |
| 4.3.7 | Reporting | 66 |
| 4.3.8 | Accounting and Billing | 69 |
| 4.3.9 | Sales | 90 |
| 4.3.10 | Auditing | 78 |
| 4.3.11 | System Administration | 51 |
| 4.3.12 | Import/Export Files | 156 |
| | TOTAL POSSIBLE SECTION 4 | 1200 |

2.5.3.3. SUMMARY OF SCORING FOR SECTION 5 – TECHNICAL FEATURES AND CAPABILITIES

Scores will be based on technical quality and substance reflected in the narrative responses for each feature.

| Sub-Section Number | Sub-Section Title | 25% Maximum Points Available |
|--------------------|---|------------------------------|
| 5.3.1 | Internet/Web Capabilities | 84 |
| 5.3.2 | Security | 84 |
| 5.3.3 | Software | 75 |
| 5.3.4 | Hardware and Operating Systems | 96 |
| 5.3.5 | Application/Database Management System Components | 84 |
| 5.3.6 | System Support/Maintenance/Administration | 75 |
| 5.3.7 | Implementation Services | 90 |
| 5.3.8 | System Integration | 90 |
| 5.3.9 | Handheld Units | 72 |
| | TOTAL POSSIBLE SECTION 5 | 750 |

2.5.3.4. SUMMARY OF SCORING FOR SECTION 6 – VENDOR QUALIFICATIONS

Scores will be based on assessment of vendor stability, company viability, system support, support services, and documented track record in the higher education market.

| Sub-Section Number | Sub-Section Title | 10% Maximum Points Available |
|--------------------|---------------------------------|------------------------------|
| 6.3.1 | Corporate Overview | 30 |
| 6.3.2 | Implementation Services | 75 |
| 6.3.3 | Maintenance Services | 75 |
| 6.3.4 | User Groups | 30 |
| 6.3.5 | Training Methodology | 30 |
| 6.3.6 | Application Customization | 60 |
| | TOTAL POSSIBLE SECTION 6 | 300 |

2.5.3.5. SUMMARY OF SCORING FOR SECTION 7 – CUSTOMER REFERENCE EVALUATION

Scores will be based on dialogue between the evaluation team and the selected customer references using the rating scale for all questions listed in section 7.3.

2.5.3.6. SUMMARY OF SCORING FOR SECTION 8 – COST PROPOSAL EVALUATION

Cost evaluation will be based on a 5-year life cycle cost of the proposed system.

The vendor proposing the lowest total cost will receive all possible points and other vendors will receive a portion of the points available based on the following formula.

The cost evaluation score will be computed by dividing the amount of the lowest proposed total cost by each vendor's total proposed cost. The result will be multiplied by the 300 total possible points.

$$\text{Cost Evaluation Score} = (300 \text{ Total Points Possible}) * ((\text{Lowest Total Cost of All Vendors}) / (\text{Each Vendor's Total Cost}))$$

2.5.3.7. VENDOR RANKING FOR PHASE 2

The composite scores from Sections 4 through 8 for each vendor will be compared.
The top vendors will be selected to continue to the Phase 3 evaluation process.

2.5.3.8. NOTIFICATION OF SELECTION

Washington State University will announce the finalists after completing this Phase 2 evaluation.
Vendors will be notified in writing.

2.5.4. PHASE 3: FINAL EVALUATION

The third phase of the RFP evaluation will involve the analysis of a functional demonstration and a technical discussion to be conducted on the Pullman campus as well as a cost analysis using cost proposal information contained in Section 8. Vendors are required to use the scenario in Appendix A to develop and present as part of their functional demonstration. It is most desirable for vendors to demonstrate live, working models of the proposed product. Reasonable alternatives that can depict actual system functions will be accepted. The technical discussion will be an interactive session among University and vendor technical support representatives. Vendors are encouraged to have an account representative and both functional and technical specialists available during the on-campus visitation. While it is our preference that these representatives are physically here during the presentation, we will allow for conference calls or other forms of communication where such alternatives are reasonable.

2.5.4.1. ON-CAMPUS DEMONSTRATION SCORING

Each participant in both the functional demonstration and technical discussion segments of the on-campus vendor evaluation will be provided a scoring sheet. They will evaluate the individual components as listed in Section 9. Points will be totaled by each evaluator and then for each vendor.

2.5.4.2. VENDOR RANKING FOR PHASE 3

The composite scores from Section 9 and the cost evaluation score for each vendor will be compared.
The top vendor will be chosen.

2.5.4.3. NOTIFICATION OF FINAL SELECTION

Washington State University will announce the Apparent Successful Vendor after completing this Phase 3 evaluation. Vendors will be notified in writing.

2.5.5. CONTRACT AWARD AND EXECUTION

2.5.5.1. CONTINGENCY PROVISION

When the Apparent Successful Vendor is identified, contract negotiations will begin. If, for any reason, a contract is not awarded to the Apparent Successful Vendor, then the next highest ranked finalist vendor may be considered for contract negotiations.

2.5.5.2. RFP RESPONSE VERIFICATION

The general conditions and specifications of the RFP and the Apparent Successful Vendor's response, as amended by agreements between WSU and the vendor, will become part of the contract documents. Failure of the vendor to produce results promised in the proposal will result in elimination of the vendor from future competition and in termination of the contract.

2.5.5.3. CONTRACT CONTENT

The vendor selected, as the Apparent Successful Vendor will be expected to enter into an agreement with WSU that is substantially the same as the contract found via a link on our website: <http://www.wsu.edu/athletics/rfp>.

2.5.5.4. CONTRACT NEGOTIATIONS AND ISSUES

The vendor should raise all issues with these terms and conditions in the cost section of its proposal. Issues raised in the proposal are negotiable until a firm contract is executed.

2.5.5.5. FINAL CONTRACT

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, Washington State University may elect to cancel the award and award the contract to the next highest ranked vendor.

2.5.6. VENDOR DEBRIEFING

Vendors of unsuccessful proposals may, within five (5) business days of the announcement of the Apparent Successful Vendor, request a meeting for debriefing and discussion of their proposals. The vendor must attend the debriefing conference for a protest to be considered. The request must be in writing and addressed to:

Mr. James A. (Jim) Haugen
WSU-Information Technology
ITB 2143
PO Box 641222
Pullman, WA 99164-1222
(509) 335-8643
Email: haugen@wsu.edu

Comparisons between proposals or evaluations of other vendor's proposals will not be allowed. However, it is acceptable to compare the net effective dollar cost to Washington State University of the inquiring vendor and the Apparent Successful Vendor. Washington State University will attempt to respond to questions and concerns in this debriefing.

2.5.7. PUBLIC DISCLOSURE

It is Washington State University's intent to receive proposals in response to this RFP, at the time and place designated in Section 2.4.1. At that time, only the names of the vendors submitting proposals will be released. Information submitted as part of each vendor's response shall become part of the public record for this acquisition. Virtually all documents submitted, as part of this acquisition process must be considered part of the public record and available to any party upon request.

Any information contained in the proposal that is proprietary must be designated clearly. Marking of the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, Washington State University will comply according to appropriate Public Disclosure Commission procedures.

Washington State Law [RCW 42.17.310(h)] allows an exemption from public disclosure for materials that contain “valuable formulae, designs, drawings, and research data...when disclosure would produce private gain and public loss.” This is the only exemption granted by law that might apply to this acquisition; however, please be advised that the vendor will need to demonstrate that disclosure of vendor’s materials would produce both private gain and public loss.

If any information is marked as proprietary in the proposal, such information will not be available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure. All materials submitted in response to this request become the property of Washington State University. Selection or rejection of a response does not affect this right.

2.5.8. VENDOR PROTESTS

This protest procedure is available to vendors responding to this RFP requesting a debriefing conference. Protests are made:

- To Washington State University after the announcement of the Apparently Successful Vendor. Vendor protests shall be in writing, received by WSU within five (5) business days after the vendor debriefing conference.
- To the Washington State Department of Information Services (DIS) only after protesting first to Washington State University and only if its resolution is not satisfactory to the protesting party. Protests to DIS shall be received, in writing, within five (5) business days after the vendor has received notification from Washington State University of a decision on the original protest.

2.5.8.1. GROUNDS FOR PROTEST ARE:

- Errors were made in computing the score.
- Washington State University failed to follow procedures established in the solicitation document, the IT Investment Policy, the IT Investment Standards, or applicable state or federal laws or regulations.
- Bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

2.5.8.2. FORMAT AND CONTENT

Protesting vendors shall include, in their written protest to Washington State University and DIS, all facts and arguments upon which they rely. Vendors, shall, at a minimum, provide:

1. Information about the protesting vendor; name of firm, mailing address, phone number, and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the actions(s) protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to DIS, a copy of Washington State University written decision on the original protest.

2.5.8.3. REVIEW PROCESS

Upon receipt of a vendor protest, Washington State University shall immediately notify DIS and postpone further steps in the acquisition process until the vendor protest has been resolved.

Washington State University shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the vendor.

A written decision will be delivered to the vendor within five (5) business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

2.5.8.4. DIS REVIEW PROCESS

The vendor may protest to DIS in writing within five (5) business days after the vendor has received notification of Washington State University's decision.

DIS shall consider all the available facts and issue a decision in writing within five (5) business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary. The DIS decision constitutes the final step of the protest process.

2.5.8.5. FINAL DETERMINATION

The final determination shall:

- Find the protest lacking in merit and uphold Washington State University's action; or
- Find only technical or harmless errors in Washington State University's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or
- Find merit in the protest and provide Washington State University options which may include:
 - Correct its errors and reevaluate all proposals, and/or
 - Reissue the vendor solicitation document; or
- Make other findings and determine other courses of action as appropriate.

3. MANDATORY SCREENING

3.1. MANDATORY REQUIREMENTS

For each item listed in the following table, provide a description of how the proposed product supports the mandatory feature. Use the expandable blank line immediately following the item to provide the narrative.

Be as succinct as possible. If reference is made to external documentation, provide a clear reference to that source.

| ITEM # | MANDATORY FEATURE | PASS | FAIL |
|--------|---|------|------|
| 3.1 | Washington State University is committed to integrating the University Event Ticketing System with the University's existing technologies and database assets. It is required that the proposed system is comprised of ODBC compliant databases. Discuss how your proposed product meets this requirement. | | |
| 3.2 | The University Event Ticketing System must have the ability to import/export data with a variety of third party systems including 'Advance'. Discuss how your proposed product meets these requirements. | | |
| 3.3 | The University Event Ticketing System must also provide the ability to generate on-demand, 'downloadable' reports including but not limited to transaction detail and summary reports (i.e. daily, monthly, annual, event, seasonal), ticket purchase history, donor history, and contact information. Discuss how your proposed product meets this requirement. | | |
| 3.4 | The System must provide the following abilities: digital ticketing, access management (scanning technology), student ticketing, and donor processing functionality. Discuss your product's abilities in these areas. | | |
| 3.5 | Provide three current customer references that have comparable event operations to those of Washington State University. | | |
| 3.6 | The proposed University Event Ticketing System must provide for a web-based interface to allow customers to securely make customer information updates and conduct transactions including, ticket sales, ticket renewals, group ticket sales, on-line shopping, priority seating donations, and credit card encryption. Discuss how your proposed product will meet this requirement. | | |
| 3.7 | Washington State University uses a TCP/IP communications backbone for all enterprise business application communications. Discuss how your proposed product supports this communication protocol. | | |
| 3.8 | Client workstations for the University Event Ticketing System must support concurrent operation of Microsoft productivity tools, as well as other client software such as e-mail. Discuss how your proposed product will coexist with a diverse array of Windows-based client software. | | |
| 3.9 | System support, service, and on-site training are a necessity. Provide a detailed description of your ability to meet these needs and to keep operators current and trained on the latest upgrades, enhancements, etc. | | |
| 3.10 | The web-based aspects of the proposed University Event Ticketing System must provide the ability for Washington State University to privately 'brand' and control the web pages, provide ability to establish on-line ticket fees, and support permission based marketing tools that are fully integrated. Discuss how your proposed product meets these requirements. | | |

4. UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES

4.1. INTRODUCTION

Functional business features for the University Event Ticketing System are listed in the following table. The purpose of this evaluation section is to determine how well each proposed product supports individual features. The combined evaluation of all features within this section is intended to reflect the total level of support provided by proposed products from a functional perspective.

4.2. RESPONSE INSTRUCTIONS

Provide a narrative response to each feature in the expandable line following each item. If references are made to external sources of information, please provide a clear reference to that source.

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---|--|---------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.1 Customer Information | | |
| Description: Customer information is an essential function of our business practices. Many of our customers maintain multiple addresses that need to be linked to ticket sale records, donation records, and other attributes such as a customer ID number, a University ID number, etc. A beneficial customer information component can also be used for reporting, customer history, etc. Finally, the more complete the information we have on our customers, the better we can serve them. Customer service is our highest priority, therefore, comprehensive access to customer identification, customer tracking, and customer information is a high priority. | | |
| 4.3.1.1 | Describe the proposed system's ability to define and store multiple addresses and provide user defined address types (e.g. home, work, residence hall, etc.) | 9 |
| 4.3.1.2 | Describe the proposed system's ability to define and store University departmental addresses (e.g. address types that do not require a city, state, and zip code). | 6 |
| 4.3.1.3 | Describe the proposed system's adherence with United States and international Postal Services addressing standards including private carriers. | 9 |
| 4.3.1.4 | Describe the proposed system's ability to allow multiple e-mail addresses per customer to be stored. | 6 |
| 4.3.1.5 | Describe the proposed system's ability to provide an automated notification process (e-mail or letter) sent to customers. This feature should be schedulable and triggered based on user defined criteria such as donor level, season ticket status, customer type, etc. | 12 |
| 4.3.1.6 | Describe the proposed system's ability to keep a history of customer's previous addresses. | 6 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|----------|---|---------------------|
| 4.3.1.7 | Describe the proposed system's ability to associate a customer with tickets purchased, events attended, and types of indicators allowed (donation levels), including various attributes in the ticket priority system, based upon an individual customer number (or Unique Identification). Authorized users should be able to easily view this information. | 18 |
| 4.3.1.8 | Describe the proposed system's ability to attach files (i.e. comments, purchase history, donation history, etc.) as documentation of customer transactions and conversations, and its ability to provide a visual indicator when attached documentation is available. | 9 |
| 4.3.1.9 | Describe the proposed system's ability to generate mailing lists (including labels) from customer information. | 9 |
| 4.3.1.10 | Describe the proposed system's ability to allow for customer first name, last name, middle name, local phone number, and work phone number, as well as other user defined attributes. (i.e. Describe the proposed system's customer attributes). | 6 |
| 4.3.1.11 | Describe the proposed system's use of a customer ID, name, partial name, phone number, or other unique identifier to query customer information. | 6 |
| 4.3.1.12 | Describe the proposed system's ability to provide a field for an eight digit WSU ID Number and support ID numbers not eight digits. | 6 |
| 4.3.1.13 | Describe the proposed system's ability to allow user defined categories for the type of individual (e.g. faculty, staff, student, donor, etc.). | 6 |
| 4.3.1.14 | Describe the proposed system's ability to provide a field for 'priority points ranking' used for post season/special event ticket access and seat assignments. | 9 |
| 4.3.1.15 | Does the proposed system store credit card numbers in customer account history? | 3 |
| 4.3.1.16 | Describe the proposed system's ability to provide at least ten choice fields used for early post-season ticket order preferences. (For example, early ticket orders may be taken for possible post-season events or for upcoming special events. An individual might request six (6) tickets for the Rose Bowl, four (4) tickets for NIT, eight (8) tickets for the Whitman County Athletic Charity Ball, etc. When the post-season participants are announced or the Charity Ball's dates are confirmed, the early orders are then processed.) | 9 |
| 4.3.1.17 | Describe the proposed system's ability to provide a process for purging database records based upon user defined retention schedule. | 6 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---------------------------------------|--|---------------------------|
| 4.3.1.18 | Describe the proposed system's ability to merge existing database records and compare various fields in order to identify possible duplicates. | 6 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 4.3.1 | | 141 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---|--|---------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.2 Event Tickets | | |
| <p>Description: The system should provide the capability to set up events, sell tickets, track ticket activity, and manage related data. Tickets are to be available at the Athletic Ticket Office, the Beasley Coliseum Ticket Office, via the web, or at various, yet to be determined, off-campus sites.</p> <p>The capabilities of this software component should provide for the complete control of ticket sales and the related data management process. This process includes gathering customer information, purchase information, and donor information. It also includes retention of historical information.</p> | | |
| 4.3.2.1 | Describe the proposed system's ability to allow the component to check and apply any business rules defined in the ticket database. This includes, but is not limited to, enrollment requirements, donor levels, and purchase history. | 33 |
| 4.3.2.2 | Describe the proposed system's ability to differentiate between ticket types including: season, single event, away, performance, athletic, bowl and other post season, as well as other categories that may be required. | 9 |
| 4.3.2.3 | For season and single event tickets, describe the proposed system's ability to provide for seat assignments. | 9 |
| 4.3.2.4 | For complimentary, contractual fulfillment, and special promotions, describe the proposed system's ability to track status (i.e. contract term, employment status, expiration date, etc). | 12 |
| 4.3.2.5 | For season tickets, describe the proposed system's ability to have a custom attribute to track a customer's preferred seat assignment (e.g. no change, preferred section, preferred row, etc.). | 6 |
| 4.3.2.6 | For season and single event tickets, describe the proposed system's ability to have at least the following attributes; seat assignments (e.g. section, row, seat), required priority seating donation, renewal dates, customer ID (or other unique identifier), donor information, ticket purchase history, and the ability to define new attributes as necessary. | 12 |
| 4.3.2.7 | For season, single event, and post-season tickets, describe the proposed system's ability to relate multiple individuals and/or entities to a purchase (i.e. individual and individual's business). | 6 |
| 4.3.2.8 | Describe the proposed system's ability to support group sales and related attributes (e.g. contact information, promotion details, etc.) | 6 |
| 4.3.2.9 | Describe the proposed system's ability to support special promotions and related attributes (e.g. promotion details, usage, etc.) | 6 |
| 4.3.2.10 | For post-season and special events, describe the proposed system's ability to compile and manage multiple wait lists based on customer ticket priority points and customer status (e.g. staff, faculty, student) while linking this information with current permit inventories. | 12 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|--|---------------------------|
| | | |
| 4.3.2.11 | Describe the proposed system's ability to have a ticket inventory system capable of tracking the number of tickets sold per event/season, tickets being sold (by linking this information with ticket inventories and points of sales), as well as provide accurate information on current ticket availability by event. | 12 |
| | | |
| 4.3.2.12 | Describe the proposed system's ability to have a barcode or magnetic stripe attribute as part of the ticket data. | 9 |
| | | |
| 4.3.2.13 | For season and single event tickets, describe the proposed system's ability to facilitate access and track usage. (e.g. Proximity, Mag Stripe, Bar Codes, etc.) | 6 |
| | | |
| 4.3.2.14 | Describe the proposed system's ability and the process to print tickets at the time of sale with multiple printing formats including options for school logo, graphics, and barcodes. | 6 |
| | | |
| 4.3.2.15 | Describe what the proposed system provides and the operator's processes as far as a graphical view of the venue including ability to drill down to a specific level, section, etc. | 6 |
| | | |
| 4.3.2.16 | Does the system support seat coding (e.g. sold, in-process of being sold, unpaid, on hold)? | 9 |
| | | |
| 4.3.2.17 | Describe the proposed system's ability to exchange information with other ticketing systems. | 3 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 4.3.2 | | 162 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---|--|---------------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.3 Development Functions | | |
| <p>Description: The system should provide the capability to directly interface or exchange files with the University Foundation's existing development system, <i>Advance</i>, by Sungard BSR. Reference 4.3.12.</p> <p>The capabilities of this software component should provide for updates (i.e. priority seating donations, the ticket priority system, and ticket sales) processed through the system to be 'merged' with the respective files in the existing development system. Pertinent information in the existing development system needs to be accessible through the system including, but not limited to, donor level and ticket priority points.</p> <p>The relationship between the Event Ticketing System and the existing development system must be as 'seamless' as possible.</p> | | |
| 4.3.3.1 | Describe the user's process for accessing donor information. | 18 |
| 4.3.3.2 | Describe the proposed system's ability to require a donation for priority seating ticket renewals. | 12 |
| 4.3.3.3 | Describe the proposed system's ability to facilitate billing for ticket renewals and related priority seating donation. | 9 |
| 4.3.3.4 | Describe the proposed system's ability to segregate payments received for donations from those received for ticket sales. | 9 |
| 4.3.3.5 | Describe the proposed system's ability to have a customized ticket priority point system with multiple attributes including donation levels and ticket purchase history. | 30 |
| TOTAL POINTS POSSIBLE – SECTION 4.3.3 | | 78 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---|---|---------------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.4 Event Facilities Inventory | | |
| Description: The capabilities of this software component should include a current event facilities inventory. The system should be capable of providing reports based on various attributes as described below. The event facilities inventory should be updated in real time at the time a ticket is sold. The inventory data is an essential function relating to ticket sales and event operations. | | |
| 4.3.4.1 | Describe the proposed system's ability to provide an event facility inventory component with at least the following attributes: facility location, facility name, physical description (capacity, events, etc.), number of special seats (wheel chair, etc.), seat prices, etc. Describe how your system can provide for this. | 21 |
| | | |
| 4.3.4.2 | Describe the proposed system's ability to create a series of event facilities inventory reports that details availability, capacity, and sales of tickets in real time, etc. Describe how reports could be created that list event facilities by various attributes such as event, event dates, ticket sales, etc. | 12 |
| | | |
| 4.3.4.3 | Describe the proposed system's ability to use current and historical data for forecasting, modeling, and what-if scenarios based on price increases, decreased market, remodels, or other variables. | 15 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 4.3.4 | | 48 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|--|---------------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.5 Internet/Web-Based Access | | |
| Description: The capabilities of this software component should provide for a web interface to allow customers to securely make updates and conduct transactions including, but not limited to, ticket sales and donations. The following solutions should be made available. | | |
| 4.3.5.1 | Describe the proposed system's ability to provide for a customer account inquiry, allow for a customer to find and purchase tickets, make donations, and update biographical information. This includes inserting/updating customer information. | 15 |
| 4.3.5.2 | Describe the proposed system's ability to allow web-based ticket purchases including student sports passes, spouse, or guest passes. | 15 |
| 4.3.5.3 | Describe the proposed system's ability to provide a web-based request process for upgraded season ticket seat assignments and post-season or special event tickets. | 9 |
| 4.3.5.4 | Describe the proposed system's ability to allow for other associated purchases (e.g. merchandise, RV parking, etc.). | 9 |
| 4.3.5.5 | Describe the proposed system's ability to allow group ticket sales to be purchased over the web. Information to be gathered may include: individuals attending, group name, and provide information about how tickets can be delivered. | 15 |
| 4.3.5.6 | Describe the proposed system's ability to allow web-based payments to be integrated with University's point of sale (POS) system. | 12 |
| 4.3.5.7 | Describe the proposed system's ability to provide a payment location attribute that can be assigned to all web-based transactions. | 6 |
| 4.3.5.8 | Describe the proposed system's ability to allow the web-based component to check and apply any business rules defined in the ticket database. This includes, but is not limited to, donation levels, employee status, and enrollment status. | 15 |
| 4.3.5.9 | Describe the proposed system's ability to allow season ticket holders to return tickets on-line for resale by the Ticket Office. Describe the system's ability if donation credit was available upon the resale of these tickets. | 15 |
| 4.3.5.10 | Describe the proposed system's ability to allow a customer to check the status of orders placed on line. | 9 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---------------------------------------|--|---------------------------|
| 4.3.5.11 | Describe the proposed system's ability to allow on-line transfer of tickets from one patron to another. | 6 |
| | | |
| 4.3.5.12 | Describe the proposed system's ability to allow print at home technology for event tickets | 9 |
| | | |
| 4.3.5.13 | Describe the proposed system's ability to allow the web-based component real-time interaction with the ticket database. | 21 |
| | | |
| 4.3.5.14 | Describe the proposed system's ability to provide web and email confirmations following a purchase. | 12 |
| | | |
| 4.3.5.15 | Describe the proposed system's inventory controls for web sales in relation to 'in office' sales. | 9 |
| | | |
| 4.3.5.16 | Describe the proposed system's ability to incorporate multimedia capabilities such as sight views from seat locations in event venues. | 6 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 4.3.5 | | 183 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.6 Handheld Units | | |
| Description: The vendor or third party provider should include handheld ticket scanning devices (for facilities access) and all items and software necessary to interface to the host system. The handheld computer should utilize software that seamlessly integrates with the host Event Ticketing System on the network. | | |
| 4.3.6.1 | Describe the proposed system's ability to provide a user-friendly interface for ease of use. | 12 |
| 4.3.6.2 | Describe the proposed system's ability to provide handheld software that is completely configurable so that the supervisor may select data entry fields and make them a required entry, an optional entry, or an unused field. | 9 |
| 4.3.6.3 | Describe the proposed system's ability to provide software that requires a valid logon ID and has a minimum of two levels of security with separate passwords. One is to be used for system administration/configuration and the others for field personnel. | 9 |
| 4.3.6.4 | Describe the proposed system's ability to allow the user to view any and all information collected by the user since the last upload of data to the host system. A valid void code should be entered for the voiding of any completed ticket and this code and the officer ID should be noted on an exception report at the host. Describe the proposed system's ability to support reprinting of an issued ticket. | 9 |
| 4.3.6.5 | Describe the proposed system's ability to allow all transactions to be time stamped by the system's internal clock. Describe the proposed system's ability to restrict this feature from being modified by the user. | 3 |
| 4.3.6.6 | Describe the proposed system's ability to support both standard comment codes and free-form comments. Describe the proposed system's ability to allow the user to select whether the comments are uploaded to the database. | 3 |
| 4.3.6.7 | Describe the proposed system's ability to read magnetic stripes and pre-printed bar codes on the tickets to facilitate access to event venues. Indicate the system's processing rate (e.g. transactions per hour, time per transaction, etc.). | 12 |
| 4.3.6.8 | Describe the proposed system's ability regarding the type and quantity of information that could be included in magnetic stripes or system generated bar codes. | 9 |
| 4.3.6.9 | Describe the proposed system's ability to support ticket utilization counts that can be delivered to the host PC as part of the standard communications process. Describe the proposed system's ability to provide survey information. | 6 |
| 4.3.6.10 | Describe how your system can utilize or has future plans to utilize wireless technology including satellite and Radio Frequency Identification (RFID). | 6 |
| TOTAL POINTS POSSIBLE – SECTION 4.3.6 | | 78 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---|--|---------------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.7 Reporting | | |
| Description: The software should be capable of producing a variety of pre-defined reports. The system should also allow authorized users full access to the data so that other reports can be generated. | | |
| 4.3.7.1 | Describe the proposed system's ability to allow access to data from query tools included in the application software. | 15 |
| | | |
| 4.3.7.2 | Describe the proposed system's ability to provide an easy to use ad-hoc report writer and query tool. This tool should allow reports to be created and run by any authorized user. The query tool should allow data to be sent to a printer, file, e-mail, or screen. | 15 |
| | | |
| 4.3.7.3 | Describe the proposed system's ability to create a report that details seat assignment by customer type (e.g. Staff, Faculty, Student, Donor, etc.). | 9 |
| | | |
| 4.3.7.4 | Describe the proposed system's ability to create a series of reports about ticket activity that can be generated with user defined criteria such as Date Range(s); Ticket # Range(s); Unsold Tickets; Donor Level; Tickets Issued by Location; Tickets Issued by Time Periods. | 9 |
| | | |
| 4.3.7.5 | Describe the proposed system's ability to create a series of event facilities inventory reports that details seat availability, capacity, and sales of tickets for a given event in real time, etc. Describe how reports could be created that list event facilities by various attributes such as location number, scheduled events, ticket sales, etc. | 9 |
| | | |
| 4.3.7.6 | Describe the proposed system's ability to create a series of reports relating to ticket utilization. Data will be gathered by event operation employees and will be scanned into the handheld units. This information will be used to adjust access issues such as staffing, opening time, etc. | 9 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 4.3.7 | | 66 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---|--|---------------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.8 Accounting and Billing | | |
| Description: The capabilities of this software component should allow the system to interface with University-wide systems for accounting and billing. | | |
| 4.3.8.1 | Describe the proposed system's ability to export ticket and donation transactions to University financial systems and the University Foundation's 'Advance' system in real-time or in batch mode. | 21 |
| | | |
| 4.3.8.2 | Describe the proposed system's ability to support institutional financial account coding (e.g. account codes = 9 digits, source codes = 5 digits, BRS subcodes = 5 digits). | 12 |
| | | |
| 4.3.8.3 | Describe the proposed system's ability to accurately calculate, distribute, and discretely report taxes (e.g. admission, B & O). Describe how tax rate changes are handled. | 12 |
| | | |
| 4.3.8.4 | Describe the proposed system's ability to accurately calculate, distribute, and discretely report a facilities surcharge, handling fees, or other charges to a unique University account. | 12 |
| | | |
| 4.3.8.5 | Describe the proposed system's ability to allow user defined posting options such that ticket purchase, customer information changes, and account adjustments be made in bulk as data is exported from the system for external printing and external system integration. | 12 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 4.3.8 | | 69 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.9 Sales | | |
| Description: The capabilities of this software component should allow the system to interface with University-wide systems for sales. | | |
| 4.3.9.1 | For season ticket renewals, describe the proposed system's ability to process and price renewals at designated standard rates based on existing seat assignment, donation level, etc. | 9 |
| 4.3.9.2 | For new season ticket requests describe the proposed system's ability to verify availability, establish a waiting list, price new season tickets at designated standard rates including priority seating donations, etc. | 9 |
| 4.3.9.3 | For season and single event tickets, describe the proposed system's ability to process requested upgrades/downgrades based on availability, donation levels, or other designated criteria. | 6 |
| 4.3.9.4 | For season and single event tickets, describe the proposed system's ability to accept cash, checks, credit cards, e-checks, payroll deduction, accounts receivable, and interdepartmental invoices. Ability to accept multiple payment methods in same transaction? | 9 |
| 4.3.9.5 | For season and single event tickets, describe the proposed system's ability to provide refunds, in the forms of cash, credit card, accounts receivable, and interdepartmental invoices. | 9 |
| 4.3.9.6 | Describe the proposed system's ability to define and automatically assess processing fees on a 'per ticket' or multiple ticket purchase. Ability to adjust at 'point of sale'? | 9 |
| 4.3.9.7 | Describe the system's ability to issue and monitor the usage of complementary tickets and 'will call' transactions. | 6 |
| 4.3.9.8 | Describe the proposed system's ability to provide ticket sales in office (e.g. renewals, priority seating donations, away games, single events, etc.). | 6 |
| 4.3.9.9 | Describe the proposed system's ability to package multiple events or purchases (e.g. three-game packs <u>or</u> 4 tickets/4 hotdogs/4 sodas for \$40). | 6 |
| 4.3.9.10 | Describe the proposed system's ability to track donation levels and other criteria included in the ticket priority point system. (NOTE: The system is used for special event and post-season ticket access and/or seat assignments.) | 9 |
| 4.3.9.11 | Describe the proposed system's ability for operators to customize the setup of a workstation for easy access to frequently sold events. | 6 |
| 4.3.9.12 | Describe the proposed system's ability to allow for automated purchasing of best available. | 6 |
| TOTAL POINTS POSSIBLE – SECTION 4.3.9 | | 69 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.10 Auditing | | |
| Description: Transaction auditing is a critically important feature. The system should have the capability to track access/changes to ticket payment status, customer history, etc. The system should be able to report which user made the access/changes, when any access/changes occurred, and what access/changes were made. | | |
| 4.3.10.1 | Describe the proposed system's ability to keep track of access/changes to the data. | 21 |
| 4.3.10.2 | Describe the proposed system's ability to audit financial information such as ticket sales and donations. | 36 |
| 4.3.10.3 | Describe the proposed system's security in place to protect the audit trail from being tampered with by unauthorized users. | 21 |
| TOTAL POINTS POSSIBLE – SECTION 4.3.10 | | 78 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---|--|---------------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.11 System Administration | | |
| Description: The capabilities of this software component will support the management of the Event Ticketing System. This includes administrative tools for user accounts, business rule sets, database table management, and configuring scheduled tasks, etc. | | |
| 4.3.11.1 | Describe the proposed systems administrative tools set(s) for functions and features of the proposed system. | 15 |
| | | |
| 4.3.11.2 | Describe the proposed system's interface for system administration. | 6 |
| | | |
| 4.3.11.3 | Describe the proposed system's ability to store and edit business rules used for conditional processing including ticket sales criteria and waitlist restrictions. | 15 |
| | | |
| 4.3.11.4 | Describe the proposed system's ability to allow transactions based upon attribute(s) from a host system. (e.g.. conditional transaction processing) | 6 |
| | | |
| 4.3.11.5 | Describe the proposed system's database maintenance functions that are required to be performed by WSU (e.g. backup, compression, purge, archive, etc.). | 6 |
| | | |
| 4.3.11.6 | Describe the proposed system's ability to configure and schedule unattended tasks and procedures. | 3 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 4.3.11 | | 51 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---|---|---------------------------|
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.12 Import/Export Files | | |
| Description: The software should be capable of creating various file formats (e.g. ASCII files) that readily facilitate and accommodate data import/export between all aspects of the Event Ticketing System and other University systems (e.g. BRS, Advance). | | |
| 4.3.12.1 | Describe the proposed system's ability to export data for archival purposes. | 21 |
| | | |
| 4.3.12.2 | Describe the proposed system's ability to export data on a scheduled basis to external databases for historical analysis (data warehouse). | 21 |
| | | |
| 4.3.12.3 | Describe the proposed system's ability to import and export customer information to/from external systems such as the University address system (UNAF), the University payroll system, the University billing and receivables system (BRS), and the WSU Foundations 'Advance' system. | 42 |
| | | |
| 4.3.12.4 | Describe the proposed system's ability to import and export delimited ASCII files. | 36 |
| | | |
| 4.3.12.5 | Describe the proposed system's ability to export ticket sales or other information in the form of a delimited ASCII file. | 36 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 4.3.12 | | 120 |

5. UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES

5.1. INTRODUCTION

Proposed product technical features and capabilities are listed in the following table. The purpose of this evaluation section is to determine how well each proposed product supports individual features. The combined evaluation of all features within this section is intended to reflect the total level of support provided by proposed products from a technical perspective.

5.2. RESPONSE INSTRUCTIONS

Provide a narrative response to each feature in the expandable line following each item. If references are made to external sources of information, please provide a clear reference to that source.

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------|
| 5.3 UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES | | |
| 5.3.1 Internet/Web Capabilities | | |
| 5.3.1.1 | Discuss the proposed system's capability of having an integrated web-based interface for customers, accessible from locations within or outside the campus network. List browsers/versions that are supported. Address open source and Macintosh compatibility. | 39 |
| | | |
| 5.3.1.2 | If administrative user access is via a web-based application, discuss any additional software (plug-ins, etc.) needed to be loaded on the client stations. | 3 |
| | | |
| 5.3.1.3 | Describe optimum and/or required network connection speeds for ticket system server communications. | 3 |
| | | |
| 5.3.1.4 | Describe optimum and/or required network connection speeds for ticket system workstation communications. | 12 |
| | | |
| 5.3.1.5 | Describe optimum and/or required network connection speeds for customers accessing ticket system from home computers. | 12 |
| | | |
| 5.3.1.6 | Describe any benchmarks that you use to assess performance for the proposed system. | 15 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 5.3.1 | | 84 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------|
| 5.3 UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES | | |
| 5.3.2 Security | | |
| 5.3.2.1 | WSU strives to use authentication through Active Directory (LDAP). Discuss the proposed system's schema for authentication of users and customers. Describe the capability, or lack of, to enable system users and customers to use Active Directory authentication from the University's forest as the application login ID. | 18 |
| 5.3.2.2 | Describe password management if an application specific login User ID will be required rather than the Washington State University Network ID. Include a description of password change policy and enforcement of strong passwords. Discuss how the proposed system can comply with the University policy for password management found at the following URL: http://www.wsu.edu/~forms/HTML/EPM/EP18_User_ID_and_Password.htm . | 21 |
| 5.3.2.3 | Describe the proposed ticket system's authorization by function schema. Include a description, either textual or graphical, that demonstrates the granularity of security authorization to: location, workgroup, person, system, menu, function, menu transaction attributes, etc. | 27 |
| 5.3.2.4 | Describe encryption standards and techniques used when transferring data between clients and host application over a wide area network. Specifically explain how selected user-defined sensitive data is secured both during transmittal and storage. | 9 |
| 5.3.2.5 | Discuss whether you provide a decryption tool based on a user's level of security to view user-defined sensitive data. | 3 |
| 5.3.2.6 | Describe other methods to enforce access security such as IP filtering, firewalls, etc. | 6 |
| TOTAL POINTS POSSIBLE – SECTION 5.3.2 | | 84 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|--|---------------------------|
| 5.3 UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES | | |
| 5.3.3 Software | | |
| 5.3.3.1 | Identify the application programming language and other tools used to build and maintain the system. Identify client, server, and web-based components. Identify all versions. | 15 |
| | | |
| 5.3.3.2 | Describe all client, server, and web-based architectures. Identify all possible software configurations across platforms. | 18 |
| | | |
| 5.3.3.3 | Describe the use, or lack thereof, of “user exits” strategically located in code that enable local programmers, for example, to make data or process calls to or from external resources. For example, this methodology is sometimes used to read external data files for data validation. Include the programming language that the “user exits” may be written in and how they are compiled. | 21 |
| | | |
| 5.3.3.4 | Discuss the proposed ticket system’s ability to make use of accessibility tools and standards. | 9 |
| | | |
| 5.3.3.5 | Does application licensing allow source code to be made available to the institution? | 3 |
| | | |
| 5.3.3.6 | Do you allow a provision for the source code to be held in escrow? Please discuss. | 9 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 5.3.3 | | 75 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|--|---------------------------|
| 5.3 UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES | | |
| 5.3.4 Hardware and Operating Systems | | |
| 5.3.4.1 | Identify minimal and recommended specifications for server configurations required to operate the proposed application and web server software and database management system, include: processor configuration, memory requirements, data storage and back up requirements, and other physical components that are pertinent to your configuration. | 12 |
| 5.3.4.2 | Identify minimal and recommended specifications for workstation configurations required to operate the proposed application, include: processor configuration, memory requirements, data storage and back up requirements, and other physical components that are pertinent to your configuration. | 12 |
| 5.3.4.3 | Is it permissible for Washington State University to purchase compatible hardware equal to or exceeding vendor's specifications in mutual agreement with the vendor? If so, how does that impact vendor support? | 12 |
| 5.3.4.4 | Identify all supported server operating systems certified to run the proposed product. Identify the recommended platform. Identify all versions supported. | 12 |
| 5.3.4.5 | Where web-based user operations are applicable, identify preferred web server hardware platform. | 12 |
| 5.3.4.6 | Describe the proposed systems ticket printing capabilities both from within the Ticket Office and from remote locations. Include minimum and recommended hardware configurations. | 36 |
| TOTAL POINTS POSSIBLE – SECTION 5.3.4 | | 96 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------------|
| 5.3 UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES | | |
| 5.3.5 Application/Database Management System Components | | |
| 5.3.5.1 | Describe the process and to what extent an administrator can modify or customize the database. Indicate whether or not user defined fields are available and if so, how many. | 12 |
| 5.3.5.2 | Describe support for offline client capability when a host or network outage occurs. Include discussion as to how data validations may occur when a client is operating in an offline mode. | 12 |
| 5.3.5.3 | Describe how the proposed product synchronizes data between a client workstation and the application database when offline operations are necessary due to a host or network outage. | 9 |
| 5.3.5.4 | Identify all database products that are certified to operate with the proposed product. Identify the preferred database and explain why. Identify all supported versions. | 15 |
| 5.3.5.5 | Describe how custom reporting can be done using your ODBC compliant database. | 12 |
| 5.3.5.6 | Does the application and database management system environment allow external applications to either read or write to the database? Describe capabilities and limitations. | 24 |
| TOTAL POINTS POSSIBLE – SECTION 5.3.5 | | 84 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------------|
| 5.3 UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES | | |
| 5.3.6 System Support/Maintenance/Administration | | |
| 5.3.6.1 | Describe your approach to providing logs with specifiable and variable debug levels to assist with troubleshooting. | 3 |
| | | |
| 5.3.6.2 | Discuss how OEM patches (security and otherwise) are maintained for all devices, their applications and operating systems in coordination with and sanctioned by the vendor. | 3 |
| | | |
| 5.3.6.3 | In a client/server configuration where some application logic is executed on a client, discuss how upgrades to the software resident on the client are managed. | 3 |
| | | |
| 5.3.6.4 | Describe to what degree the user interfaces are configurable. | 3 |
| | | |
| 5.3.6.5 | Describe database and application specific fault tolerance strategy and capability. Include descriptions of management functions for error detection and alerts. Include discussion of recommended redundancy and fail-over strategy. | 12 |
| | | |
| 5.3.6.6 | Describe database backup strategy and capabilities. Include statements concerning ability to perform backups without disabling application function. | 15 |
| | | |
| 5.3.6.7 | Describe system disaster recovery strategy and capabilities. Include statements concerning ability to perform disaster recovery with minimal downtime. | 15 |
| | | |
| 5.3.6.8 | Describe how help features are provided from within the application for users and administrators. | 3 |
| | | |
| 5.3.6.9 | Provide a sample data model and corresponding data dictionary definitions in textual and/or graphical format. We recognize this is proprietary information but we would like some indication of the data model supporting your product. | 12 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---------------------------------------|--|---------------------------|
| 5.3.6.10 | Provide an electronic version of user and technical documentation for the proposed application. If an electronic version is not possible, provide a paper-based version. Documentation types include but are not limited to: technical system documentation for program flow and data design, installation planning, technical software specifications, and end user material such as training materials and user manuals. | 3 |
| | | |
| 5.3.6.11 | Discuss your policy to allow reproduction of documentation. | 3 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 5.3.6 | | 75 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------------|
| 5.3 UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES | | |
| 5.3.7 Implementation Services | | |
| 5.3.7.1 | Describe your approach to offer requirements analysis. | 18 |
| | | |
| 5.3.7.2 | Describe your approach to offer system installation services. | 12 |
| | | |
| 5.3.7.3 | Describe your approach to offer administrative and user training prior to installation. | 12 |
| | | |
| 5.3.7.4 | Describe your approach to offer post-implementation support. | 12 |
| | | |
| 5.3.7.5 | Describe your approach to offer data migration services. | 12 |
| | | |
| 5.3.7.6 | Describe your approach to offer on-going training for users and administrators. | 12 |
| | | |
| 5.3.7.7 | Describe your approach to keeping your user base at current release levels. | 12 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 5.3.7 | | 90 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------------|
| 5.3 UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES | | |
| 5.3.8 System Integration | | |
| 5.3.8.1 | Describe your approach to extending the proposed system to include WSU Urban campus locations. Include discussion about a Campus Affiliation customer attribute, system performance issues, and licensing considerations in your response. | 6 |
| | | |
| 5.3.8.2 | Washington State University has a number of legacy systems. Describe your approach to legacy systems integration. | 6 |
| | | |
| 5.3.8.3 | Washington State University's portal (MyWSU) is becoming the primary vehicle for delivering information, notices and business services for our staff, faculty and students. Describe your experience interfacing with enterprise portals. | 9 |
| | | |
| 5.3.8.4 | Washington State University uses Core Business Technologies One Step point of sale system. Describe your experience interfacing with this system. | 6 |
| | | |
| 5.3.8.5 | Washington State University uses Diebold's Campus System Gold (CS Gold) card processing system. Describe your experience interfacing with this system. | 6 |
| | | |
| 5.3.8.6 | Washington State University uses Advance to manage donor information. Describe your experience interfacing with this system. | 12 |
| | | |
| 5.3.8.7 | Payment applications interface with WSU's e-commerce servers using XML-RPC calls (see http://xml-rpc.com). Describe your products ability to interface with WSU's credit card and eCheck servers using calls to XML-RPC routines. | 12 |
| | | |
| 5.3.8.8 | Describe data export/import function capabilities and how they are invoked. Cite specific methods supported by the application such as FTP, specific API's or other tools used to facilitate data exchange. | 12 |
| | | |
| 5.3.8.9 | Identify any tools included with or used in conjunction with the proposed product that provide a gateway or bridge to utilize external data sources. | 12 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|---------------------------------------|--|---------------------------|
| | | |
| 5.3.8.10 | Describe scheduling services in the context of executing jobs to export and transfer data to another destination, and in the context of executing jobs to retrieve and import data to the proposed application database from another location. | 9 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 5.3.8 | | 90 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------------|
| 5.3 UNIVERSITY EVENT TICKETING SYSTEM TECHNICAL FEATURES AND CAPABILITIES | | |
| 5.3.9 Handheld Units | | |
| 5.3.9.1 | Describe all variations and configurations of the proposed system's handheld devices. Indicate all media that the handheld is capable of reading. | 18 |
| | | |
| 5.3.9.2 | Describe the proposed system's handheld device memory available to store information, run necessary applications, and store data. | 3 |
| | | |
| 5.3.9.3 | Describe the proposed system's ability to use user-replaceable rechargeable lithium-ion batteries. | 3 |
| | | |
| 5.3.9.4 | Describe the proposed system's handheld device back-up capabilities. | 3 |
| | | |
| 5.3.9.5 | Describe the proposed system's handheld device's ability to meet environmental sealing rating of IP54 for protection against rain and dust. Describe the proposed system's handheld device's ability to withstand repeated drops from a height of 4 feet. The case should be constructed of high strength, solvent-resistant plastic. | 3 |
| | | |
| 5.3.9.6 | Describe the proposed system's ability to be stored without damage within the temperature range of -4 to 122 degrees F. Describe the proposed system's ability to operate in adverse weather conditions, including rapid temperature swings. | 3 |
| | | |
| 5.3.9.7 | Describe the proposed system's ability for uploading/downloading information from the host system in batch. | 3 |
| | | |
| 5.3.9.8 | Describe the proposed system's use of a thermal printer that communicates with the handheld. Describe the proposed system's ability to print high quality bar codes and its ability to print a standard ticket. | 3 |
| | | |
| 5.3.9.9 | Describe the proposed system's ability to support user profiles and unique logons allowing multiple users of a single unit. | 3 |
| | | |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|----------|--|---------------------------|
| 5.3.9.10 | Describe the proposed system's ability to offer an integrated software component for host communications that has a graphical user interface (GUI) with support for Windows 2000 and XP in native fashion (DOS support is not acceptable). | 3 |
| | | |
| 5.3.9.11 | Describe the proposed system's ability to communicate with handhelds. Include methods used to identify and deny access to an event by multiple people trying to use the same ticket. Also include the system's ability to work with handhelds in the event of a network failure. | 18 |
| | | |
| 5.3.9.12 | Describe the proposed system's ability of communicating with the host computer via a communication cradle with battery charger or through a standard RS-232C or USB PC cable. | 3 |
| | | |
| 5.3.9.13 | Describe support for handheld device connectivity via wireless communications. Identify all wireless technologies supported. Identify standards supported if applicable or future expansion plans for wireless communication. | 6 |
| | | |
| | TOTAL POINTS POSSIBLE – SECTION 5.3.9 | 72 |
| | | |

6. VENDOR QUALIFICATIONS

6.1. INTRODUCTION

This section of the RFP is intended to obtain information regarding the vendor's organization, history, stability, and support experience in event ticketing including intercollegiate athletic events. This information will be used to evaluate the vendor's ability to support Washington State University as part of a long-term relationship.

6.2. RESPONSE INSTRUCTIONS

The vendor is required to reply to each query or statement with a narrative response for each numbered line item. Notes or referrals can be denoted at the end of the appropriate narrative answer.

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|---|---------------------------|
| 6.3 | VENDOR QUALIFICATIONS | |
| 6.3.1. | CORPORATE OVERVIEW | |
| 6.3.1.1 | Provide audited financial statements for the last three years. | 6 |
| 6.3.1.2 | How long have you been in the Event Ticketing System business with this or previous generations of the software being proposed? How long with intercollegiate athletics? | 6 |
| 6.3.1.3 | Are you a subsidiary of a parent entity? If so, provide a corporate overview of that entity. | 3 |
| 6.3.1.4 | Provide a corporate profile to include number of employees and locations of corporate sites. | 3 |
| 6.3.1.5 | Provide an organizational chart of the company. | 3 |
| 6.3.1.6 | Provide a strategic planning overview depicting your company's plans for future enhancement. | 6 |
| 6.3.1.7 | List strategic partners and the role they play. | 3 |
| TOTAL POINTS POSSIBLE – SECTION 6.3.1 | | 30 |

| ITEM # | REQUIREMENT | MAXIMUM POINT VALUE |
|--|--|---------------------------|
| 6.3.2. IMPLEMENTATION SERVICES | | |
| 6.3.2.1 | Describe your role during system installation, initialization and startup. | 15 |
| 6.3.2.2 | Describe Washington State University's role during system installation, initialization and startup. | 9 |
| 6.3.2.3 | Describe your role in installing and configuring supporting hardware to include servers, workstations and peripheral devices. | 9 |
| 6.3.2.4 | Describe Washington State University's role in installing and configuring supporting hardware to include servers, workstations and peripheral devices. | 9 |
| 6.3.2.5 | Describe your role during integration planning and any data conversion activities. | 15 |
| 6.3.2.6 | Describe Washington State University's role during integration planning and data conversion activities. | 9 |
| 6.3.2.7 | Describe your approach to post implementation review. | 9 |
| TOTAL POINTS POSSIBLE – SECTION 6.3.2 | | 75 |

| | | |
|--|--|-----------|
| 6.3.3. MAINTENANCE SERVICES | | |
| 6.3.3.1 | Provide an overview of your application support organization to include: support locations within the Washington State University market area, availability of an “on-call” software support hot line, availability of “dial-in” software problem resolution, availability of “web based” problem solving tools, and availability of “24 by 7” support. | 30 |
| 6.3.3.2 | Describe application problem escalation procedures. | 15 |
| 6.3.3.3 | Describe how you manage application “bug fixes”. | 15 |
| 6.3.3.4 | Provide an overview of application upgrade/enhancement & pricing strategies. Specifically address the following points: (1) procedure used to disseminate upgrades, (2) strategy to maintain technical product currency where the proposed product has dependencies on third party products such as databases, operating systems, and hardware, (3) strategy for periodic product upgrades that result from customer initiatives and other market influences, and (4) pricing strategies for upgrades. | 15 |
| TOTAL POINTS POSSIBLE – SECTION 6.3.3 | | 75 |
| 6.3.4. USER GROUPS | | |
| 6.3.4.1 | Is the customer base supported by a formal user group formed to discuss problems and provide direction for future application enhancements and strategies? | 15 |
| 6.3.4.2 | Provide an overview of the user group structure, location and frequency of meetings. | 15 |
| TOTAL POINTS POSSIBLE – SECTION 6.3.4 | | 30 |

| | | |
|---|--|-----------|
| 6.3.5. TRAINING METHODOLOGY | | |
| | | |
| 6.3.5.1 | Provide an overview of your approach to provide initial and ongoing training. Identify the types of material used to facilitate training, how the materials are delivered and alternative locations for conducting training. | 30 |
| | | |
| | TOTAL POINTS POSSIBLE – SECTION 6.3.5 | 30 |
| | | |
| 6.3.6. APPLICATION CUSTOMIZATION | | |
| | | |
| 6.3.6.1 | Describe your preferred approach to system customization. Specifically address situations where institutional policy cannot be accommodated by base line application function business rules. | 60 |
| | | |
| | TOTAL POINTS POSSIBLE – SECTION 6.3.6 | 60 |

7. CUSTOMER REFERENCES

7.1. INTRODUCTION

This section of the RFP is intended to obtain customer reference information.

7.2. RESPONSE INSTRUCTIONS

Please provide a list of ALL intercollegiate athletic installation sites.

Identify the three (3) references you feel represent the best relationships with your company by indicating 1, 2 or 3 and include the following information:

University Name

University Business Address

University contract person, titles and phone number

Provide the date of the initial installation.

Please fax or email the questionnaire in section 7.3 to three (3) references you have listed in this section.

Washington State University will be contacting the three (3) references identified and, possibly, representatives from the other installation sites provided.

7.3 CUSTOMER REFERENCE QUESTIONNAIRE:

TO: _____

FROM: _____

PRODUCT: _____

You have been identified to Washington State University as a reference in regards to an Event Ticketing System. You may be selected to answer some or all of the following questions during a telephone reference check in the near future. WSU reserves the right to add questions or ask for explanations of answers for greater clarity. If you have any questions or concerns before being contacted, please email them to johnsonl@wsu.edu.

Ratings are: 10 = High through 0 = Poor

| # | Question/Feature | Rating |
|-----|--|--------|
| | Product Rating: | |
| 1. | How would you rate their product? | |
| 2. | How would you rate implementation easy (10) or difficult (0)? | |
| 3. | How would you rate the product's adaptability to your business rules and data requirements? | |
| 4. | How would you rate the system's ability to inter-operate with other University systems? | |
| 5. | How would you rate the system's ability to coordinate ticketing and development requirements? | |
| 6. | How would you rate the response time for a transaction with a customer? | |
| 7. | How would you rate the product's internet/web based functions? | |
| 8. | How would you rate the ease of use and reliability of the handheld devices in your event operations? | |
| | | |
| | Vendor Support Rating: | |
| 9. | How would you rate their assistance in making the implementation a success? | |
| 10. | How would you rate the vendor's training? | |
| 11. | How would you rate on-going customer support? | |
| 12. | How would you rate vendor support staff interpersonal skills? | |
| 13. | How would you rate technical support? | |
| 14. | How would you rate the vendor's commitment to product improvement in the event ticketing market? | |
| 15. | How would you rate the results of upgrades on your operations? | |
| | TOTAL | |

8. COST PROPOSAL EVALUATION

8.1. INTRODUCTION

The specific objective of this RFP is to acquire the best Event Ticketing System at the best price. Washington State University, though committed to determining the best possible application software at the lowest cost, must consider the total cost of all components before determining the final vendor selection.

With this in mind, vendors are requested to provide not only the cost of university Event Ticketing System software but also the costs associated with acquiring each of the other components necessary to support its operation. Other components will be the database, application and/or database server hardware, handheld devices, ticket printers, etc.

Vendors providing bundled systems that include not only Event Ticketing System software but also the other components necessary to support its operation should break down the costs by the individual components to allow consistent evaluation of the Event Ticketing System software cost component. Vendors offering different configurations of application software, database and hardware must submit each configuration in a separate proposal.

8.2. RESPONSE INSTRUCTIONS

Costs should be based upon a minimum user base of 12-16* and 50 handheld units. Vendor licensing provisions should be identified to demonstrate how pricing will be determined as the user base is increased incrementally.

All costs should be expressed in constant 2004 US dollars. Any required cost accelerators must be described specifically and completely.

The vendor must also describe all purchasing and billing terms in this section.

The total system cost and other costs to be evaluated in this proposal must be valid up to 180 days past the Proposal Due Date.

Any exceptions to the DIS contract terms must be included with the cost proposal.

* Twelve (12) would be the minimum user base with sixteen (16) the maximum. The University's coliseum involvement is yet to be determined.

8.3. COST DETAIL TABLE

Instructions:

Vendors should complete the table below. Provide any required information as part of the Cost section of your proposal. Add additional rows as necessary.

For each year, enter the cost for each component. Provide cross-footed sub-totals, totals, and grand totals as reflected below.

Note: Year 4 must reflect a replacement for all server hardware.

Also list the recommended minimum training cost and the minimum recommended implementation cost as separate line items.

In narrative form below this table, explain the pricing mechanism that forms the basis of the proposed cost, including any current or future discounts. In other words, describe in quantifiable fashion whether or not the licensing is based upon unlimited institutional site usage, per named user or seat or other method. If licensing is based upon size, transactions, numbers of user or other variable, provide a table that illustrates incremental costs due to growth

Should there be any acceleration in maintenance costs, it should be reflected in the amounts for the year acceleration occurred. Footnote each acceleration and describe below the table.

| SECTION 8 COST PROPOSAL | | | | | | |
|---|--------|--------|-------------|---------------------------------|--------|-------|
| Vendor: _____ | | | Date: _____ | | | |
| COST DETAIL TABLE | | | | | | |
| COST CATEGORY | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 Server Replacement | YEAR 5 | TOTAL |
| SOFTWARE: List and describe all software costs below. | | | | | | |
| Ticketing Software | | | | | | |
| 3 rd Party Tools & Communication Software | | | | | | |
| Annual Maintenance | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Sub Total Software Costs | | | | | | |
| HARDWARE: List and describe all hardware costs below. | | | | | | |
| The vendor should provide a minimum and recommended specification and price for each item listed below. If some or all of any commodity will be furnished by Washington State University, the vendor should indicate this. Washington State University may then apply the cost of this commodity to the vendor's cost proposal for purpose of analysis. | | | | | | |
| For all system components listed in the following table, be certain the minimum and recommended specifications necessary for successful implementation of the proposed system previously detailed in section 5 are included. | | | | | | |
| Database Server | | | | | | |
| Handheld Devices | | | | | | |
| Ticket Printers | | | | | | |
| Other Related Hardware | | | | | | |
| | | | | | | |
| | | | | | | |
| Sub Total Hardware Costs | | | | | | |
| OTHER COSTS: List and describe any other costs below. | | | | | | |
| Required Implementation Consulting Services | | | | | | |
| On Site Implementation | | | | | | |
| Training | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Sub Total Other Costs | | | | | | |
| | | | | | | |
| Grand Total All Costs by Year | | | | | | |
| Current & Future Pricing Mechanism Narrative: | | | | | | |
| | | | | | | |
| Exceptions to DIS Contract Terms: | | | | | | |
| | | | | | | |
| Footnotes: | | | | | | |
| | | | | | | |

8.4. SERVICE COST DETAIL

| SECTION 8 COST PROPOSAL | |
|---|---------------|
| Vendor: _____ Date: _____ | |
| SERVICE COST DETAIL TABLE | |
| The first column lists potential personal service costs necessary to implement the proposed product if vendor assistance is required. If you provide such services, and at a cost, enter the hourly rate. | |
| SERVICE COST CATEGORY | COST PER HOUR |
| | |
| Data Conversion | |
| Application Data Interface/Integration Assistance | |
| Customization | |
| Hardware Installation | |
| Additional Implementation Support over and above the minimum recommendation | |
| Additional Training over and above the minimum recommendation | |
| | |
| | |
| | |

9. ON-CAMPUS FUNCTIONAL DEMONSTRATION & TECHNICAL DISCUSSION EVALUATION

This section of the RFP is intended to outline for the vendor the evaluation criteria that will be used during on-campus presentations and technical discussions.

Vendors: Pay careful attention to the following evaluation criteria and the scenario described in Appendix A when planning the content of your on-campus presentation.

| | FUNCTIONAL DEMONSTRATION | | |
|--------|---|------------------------|-----------------------|
| | | Possible Points | Points Awarded |
| | Demonstration Category | | |
| | General Presentation | | |
| FD.1. | Organization, quality and substance of presentation material | 10 | |
| FD.2. | Communication Skills | 10 | |
| FD.3. | Listening Skills | 20 | |
| | | | |
| | User Interaction With The System | | |
| FD.4. | Menu organization, clarity and ease of use | 40 | |
| FD.5. | Customer Inquiry | 50 | |
| FD.6. | Event Ticket Purchases and Related Processing | 50 | |
| FD.7. | Development Functions | 50 | |
| FD.8. | Ticket Priority Point System | 40 | |
| FD.9. | Web-based Interface | 75 | |
| | | | |
| | Handheld Devices | | |
| FD.10. | Menu organization, clarity and ease of use (including ergonomics) | 40 | |
| FD.11. | Operational capabilities both on and off line | 40 | |
| | | | |
| | Administration | | |
| FD.12. | Setting up business rules, events, pricing structures, and related attributes used in different menus | 25 | |
| FD.13. | Transaction auditing and internal controls | 25 | |
| FD.14. | Addition and deletion of system users | 10 | |
| FD.15. | Assigning user authorizations | 10 | |
| | | | |
| | Reporting | | |
| FD.16. | Examples of standard reporting | 10 | |
| FD.17. | Examples of ad hoc data access and reporting | 35 | |
| | | | |
| | Importing and Exporting Data | | |
| FD.18. | Examples demonstrating importing from and exporting to internal and external systems | 40 | |
| FD.19. | Examples of user operations necessary to setup scheduled jobs to import or export data | 10 | |
| FD.20. | Overview of resources available to system users for training | 10 | |
| | | | |
| | Totals | 600 | |

| | | | |
|-------|--|-----------------|----------------|
| | TECHNICAL DISCUSSION | | |
| | | Possible | Points |
| | Discussion Category | Points | Awarded |
| | | | |
| | General Presentation | | |
| TD.1 | Organization, quality and substance of presentation material | 10 | |
| TD.2 | Communication Skills | 10 | |
| TD.3 | Listening Skills | 20 | |
| | | | |
| | Application Programming Environment | | |
| TD.4 | Programming language and other productivity tools | 20 | |
| TD.5 | Software change management | 20 | |
| | | | |
| | Integration Services and Web-Based Interface | | |
| TD.6 | Application programming interfaces (API's) | 50 | |
| TD.7 | Export/import capabilities and utilities | 50 | |
| | | | |
| | | | |
| | General Operating Environment | | |
| TD.8 | Application server and client architecture | 10 | |
| TD.9 | Server configuration considerations | 10 | |
| TD.10 | Backup utilities | 5 | |
| TD.11 | System redundancy and fail-over considerations | 10 | |
| TD.12 | Protocols | 5 | |
| | | | |
| | Database | | |
| TD.13 | Data model | 20 | |
| TD.14 | ODBC capabilities | 40 | |
| | | | |
| | Security | | |
| TD.15 | Authentication/Authorization | 20 | |
| TD.16 | Encryption | 20 | |
| | | | |
| | Implementation Services | | |
| TD.17 | Requirements analysis, training, installation services | 40 | |
| | | | |
| | Technical Support | | |
| TD.18 | Problem resolution | 40 | |
| | | | |
| | Totals | 400 | |

10. VENDOR PROPOSED IMPLEMENTATION SCHEDULE

[illegible]

11. EXAMPLES OF SECTION SCORING SHEETS FOR PHASES 1 THROUGH 3

PHASE 1: MANDATORY SCREENING

| ITEM # | MANDATORY FEATURE | PASS | FAIL |
|--------|---|------|------|
| 3.1 | Washington State University is committed to integrating the University Event Ticketing System with the University's existing technologies and database assets. It is required that the proposed system is comprised of ODBC compliant databases. Discuss how your proposed product meets this requirement. | | |
| 3.2 | The University Event Ticketing System must have the ability to import/export data with a variety of third party systems including 'Advance'. Discuss how your proposed product meets these requirements. | | |
| 3.3 | The University Event Ticketing System must also provide the ability to generate on-demand, 'downloadable' reports including but not limited to transaction detail and summary reports (i.e. daily, monthly, annual, event, seasonal), ticket purchase history, donor history, and contact information. Discuss how your proposed product meets this requirement. | | |
| 3.4 | The System must provide the following abilities: digital ticketing, access management (scanning technology), student ticketing, and donor processing functionality. Discuss your product's abilities in these areas. | | |
| 3.5 | Provide three current customer references that have comparable event operations to those of Washington State University. | | |
| 3.6 | The proposed University Event Ticketing System must provide for a web-based interface to allow customers to securely make customer information updates and conduct transactions including, ticket sales, ticket renewals, group ticket sales, on-line shopping, priority seating donations, and credit card encryption. Discuss how your proposed product will meet this requirement. | | |
| 3.7 | Washington State University uses a TCP/IP communications backbone for all enterprise business application communications. Discuss how your proposed product supports this communication protocol. | | |
| 3.8 | Client workstations for the University Event Ticketing System must support concurrent operation of Microsoft productivity tools, as well as other client software such as e-mail. Discuss how your proposed product will coexist with a diverse array of Windows-based client software. | | |
| 3.9 | System support, service, and on-site training are a necessity. Provide a detailed description of your ability to meet these needs and to keep operators current and trained on the latest upgrades, enhancements, etc. | | |
| 3.10 | The web-based aspects of the proposed University Event Ticketing System must provide the ability for Washington State University to privately 'brand' and control the web pages, provide ability to establish on-line ticket fees, and support permission based marketing tools that are fully integrated. Discuss how your proposed product meets these requirements. | | |

If any vendors receive a "Fail" score, they are automatically excluded from further consideration.

PHASE 2: PRELIMINARY EVALUATION (Sections 4, 5, 6, 7, and 8)

An evaluation form comparable to the sample below will be completed for each item in sections 4, 5, 6, and 7.

SAMPLE EVALUATION FORM

| ETSRFP SCORE SHEET-SECTION 4 FUNCTIONAL FEATURES AND CAPABILITIES | | |
|---|---|--|
| Vendor: _____ | | Evaluator _____ |
| | | Date: _____ |
| ITEM # | REQUIREMENT | Points Awarded /Maximum Point Value |
| 4.3 UNIVERSITY EVENT TICKETING SYSTEM FUNCTIONAL FEATURES AND CAPABILITIES | | |
| 4.3.12 Import/Export Files | | |
| Description: The software should be capable of creating various file formats (e.g. ASCII files) that readily facilitate and accommodate data import/export between all aspects of the Event Ticketing System and other University systems (e.g. BRS, Advance). | | |
| 4.3.12.1 | Describe the proposed system's ability to export data for archival purposes. | /21 |
| | | |
| 4.3.12.2 | Describe the proposed system's ability to export data on a scheduled basis to external databases for historical analysis (data warehouse). | /21 |
| | | |
| 4.3.12.3 | Describe the proposed system's ability to import and export customer information to/from external systems such as the university address system (UNAF), the university payroll system, the university billing and receivables system (BRS), and the WSU Foundations 'Advance' system. | /42 |
| | | |
| 4.3.12.4 | Describe the proposed system's ability to import and export delimited ASCII files. | /36 |
| | | |
| 4.3.12.5 | Describe the proposed system's ability to export ticket sales or other information in the form of a delimited ASCII file. | /36 |
| | | |
| TOTAL POINTS POSSIBLE – SECTION 4.3.12 | | /120 |

PHASE 2: PRELIMINARY EVALUATION (Section 8)

The evaluation for section 8 will be calculated as follows:

Cost evaluation will be based on a 5-year life cycle cost of the proposed system.

The vendor proposing the lowest total cost will receive all possible points and other vendors will receive a portion of the points available based on the following formula.

The cost evaluation score will be computed by dividing the amount of the lowest proposed total cost by each vendor's total proposed cost. The result will be multiplied by the 300 total possible points.

| SUMMARY OF PROPOSED SYSTEM FIVE-YEAR COST | | | | | |
|---|----------|----------|----------|----------|----------|
| | VENDOR 1 | VENDOR 2 | VENDOR 3 | VENDOR 4 | VENDOR 5 |
| Total Cost | | | | | |
| | | | | | |
| Points Awarded out of 300: | | | | | |

Cost Evaluation Score = (300 Total Points Possible) * ((Lowest Total Cost of All Vendors) / (Each Vendor's Total Cost))

PHASE 2: FINAL EVALUATION SUMMARY

| POINT SUMMARY OF ALL SCORES | | | | | |
|---|----------|----------|----------|----------|----------|
| | VENDOR 1 | VENDOR 2 | VENDOR 3 | VENDOR 4 | VENDOR 5 |
| Section 4 Functional Features: | | | | | |
| Section 5 Technical Features: | | | | | |
| Section 6 Vendor Qualifications: | | | | | |
| Section 7 Customer References: | | | | | |
| Section 8 Cost Evaluation: | | | | | |
| GRAND TOTAL: | | | | | |

PHASE 3: FINAL EVALUATION (ON-CAMPUS DEMONSTRATIONS)

| | FUNCTIONAL DEMONSTRATION | | |
|--------|---|------------|---------|
| | | Possible | Points |
| | Demonstration Category | Points | Awarded |
| | General Presentation | | |
| FD.21. | Organization, quality and substance of presentation material | 10 | |
| FD.22. | Communication Skills | 10 | |
| FD.23. | Listening Skills | 20 | |
| | | | |
| | User Interaction With The System | | |
| FD.24. | Menu organization, clarity and ease of use | 40 | |
| FD.25. | Customer Inquiry | 50 | |
| FD.26. | Event Ticket Purchases and Related Processing | 50 | |
| FD.27. | Development Functions | 50 | |
| FD.28. | Ticket Priority Point System | 40 | |
| FD.29. | Web-based Interface | 75 | |
| | | | |
| | Handheld Devices | | |
| FD.30. | Menu organization, clarity and ease of use (including ergonomics) | 40 | |
| FD.31. | Operational capabilities both on and off line | 40 | |
| | | | |
| | Administration | | |
| FD.32. | Setting up business rules, events, pricing structures, and related attributes used in different menus | 25 | |
| FD.33. | Transaction auditing and internal controls | 25 | |
| FD.34. | Addition and deletion of system users | 10 | |
| FD.35. | Assigning user authorizations | 10 | |
| | | | |
| | Reporting | | |
| FD.36. | Examples of standard reporting | 10 | |
| FD.37. | Examples of ad hoc data access and reporting | 35 | |
| | | | |
| | Importing and Exporting Data | | |
| FD.38. | Demonstrations importing from/exporting to internal/external systems | 40 | |
| FD.39. | Examples of user operations to setup jobs to import/export data | 10 | |
| FD.40. | Overview of resources available to system users for training | 10 | |
| | | | |
| | Totals | 600 | |

After the presentation and discussion, all scoring sheets will be totaled and compiled in a spreadsheet for analysis.

| | | | |
|-------|--|-----------------|----------------|
| | TECHNICAL DISCUSSION | | |
| | | Possible | Points |
| | Discussion Category | Points | Awarded |
| | | | |
| | General Presentation | | |
| TD.19 | Organization, quality and substance of presentation material | 10 | |
| TD.20 | Communication Skills | 10 | |
| TD.21 | Listening Skills | 20 | |
| | | | |
| | Application Programming Environment | | |
| TD.22 | Programming language and other productivity tools | 20 | |
| TD.23 | Software change management | 20 | |
| | | | |
| | Integration Services and Web-Based Interface | | |
| TD.24 | Application programming interfaces (API's) | 50 | |
| TD.25 | Export/import capabilities and utilities | 50 | |
| | | | |
| | | | |
| | General Operating Environment | | |
| TD.26 | Application server and client architecture | 10 | |
| TD.27 | Server configuration considerations | 10 | |
| TD.28 | Backup utilities | 5 | |
| TD.29 | System redundancy and fail-over considerations | 10 | |
| TD.30 | Protocols | 5 | |
| | | | |
| | Database | | |
| TD.31 | Data model | 20 | |
| TD.32 | ODBC capabilities | 40 | |
| | | | |
| | Security | | |
| TD.33 | Authentication/Authorization | 20 | |
| TD.34 | Encryption | 20 | |
| | | | |
| | Implementation Services | | |
| TD.35 | Requirements analysis, training, installation services | 40 | |
| | | | |
| | Technical Support | | |
| TD.36 | Problem resolution | 40 | |
| | | | |
| | Totals | 400 | |

After the presentation and discussion, all scoring sheets will be totaled and compiled in a spreadsheet for analysis.

PHASE 3: FINAL EVALUATION SUMMARY

| POINT SUMMARY OF ALL SCORES | | | | | |
|--------------------------------|----------|----------|----------|----------|----------|
| | | | | | |
| | VENDOR 1 | VENDOR 2 | VENDOR 3 | VENDOR 4 | VENDOR 5 |
| Function Demonstration: | | | | | |
| Technical Discussion: | | | | | |
| 5 Year Cost Evaluation: | | | | | |
| GRAND TOTAL: | | | | | |

APPENDIX A: COMPLEX TICKETING SCENARIO

Instructions:

The following scenario illustrates four separate but interdependent functions that are necessary in our Event Ticketing System. There are two purposes for providing this scenario. First, it is designed to provide greater insight into the features Washington State University is asking each vendor to address in Phase 2 of this proposal. Secondly, the scenario will form the basis for a *part* of your on-campus demonstrations of proposed products with evaluation performed by Washington State University.

1. Cashier and Customer Interaction:

On March 11, a customer visits the WSU Ticket Office to find out the status of his season ticket renewals. The order was placed on March 1, and the policy provides for the tickets to be held for ten days from the date of order, pending receipt of payment. While in the office, the cashier notifies the customer that there's an order for single game tickets that was processed on March 6. The customer insists he doesn't remember ordering the tickets on March 6 and he doesn't want the tickets. Please show us how the cashier can serve the customer in the following ways:

- a) Search the database for the customer and demonstrate the various ways the searching criteria could assist a cashier.
- b) Display the information available to the cashier about the March 1 season ticket renewal order.
- c) Identify the date of the receipt of the season ticket renewal order, the status of the order, and show what address that was or will be sent to.
- d) Display the information available to the cashier about the March 6 single game tickets.
- e) The season tickets were sent to an old address. Demonstrate the process necessary to update the customer's information.
- f) Display how business rule sets can be adjusted to extend the possible 'hold period' on a ticket prior to the ticket being 'flagged' as available for sale.

2. Web-Based Functionality:

A returning customer, who is a recent graduate of the University, logs on to purchase a season ticket for the upcoming year and update her personal information over the web. The customer purchases a season ticket in the end zone. A week later, she decides she would like to upgrade her seats by making a donation to the University. Please show us how your proposed system can:

- a) Identify the customer as a returning customer and her ticket history on the web.
- b) Complete the transaction for the first season tickets and charge her credit card on the web.
- c) Show how the system can allow the customer to update their customer information on the web.
- d) Show how the ticket inventory system is updated with the ticket sale.
- e) Complete the in-office transaction to return the first season ticket purchase and replace with the sale of the better seats.
- f) Show how the ticket inventory system is updated with the ticket upgrade transaction.
- g) Display how business rule sets can be adjusted to reflect that a customer type can be restricted/allowed purchase of some types of tickets (i.e. donor seating).
- h) Describe/demonstrate a donation transaction and the information exchange with Advance.

3. Handheld Unit Functionality:

Demonstrate the validation process with a handheld ticket device. Show us how gate security can perform the following:

- a) Securely log on and off the hand held unit.
- b) Determine if the ticket is valid.
- c) Log and/or track a ticket and/or customer discrepancies (i.e. trying to use a ticket twice).
- d) Upload the validated ticket information to your proposed system
- e) Demonstrate your proposed system's ability to report admission by gate, personnel, time, etc. and gauge staffing issues based on activity during a given period

4. Administrative Functionality:

A Director of Tickets at a dynamic university ticketing operation is often called upon to perform a variety of functions. Show us how the following functions can be performed by your proposed system:

- a) Describe the process to establish a new event type and its various attributes.
- b) Describe the process to establish a new facility inventory item and its various attributes.
- c) Display the transaction log and the detail of reporting available.
- d) Describe how ticket sales data can be exported for financial analysis.
- e) Display how business rule sets can be adjusted to reflect that an season tickets will return to 'available' stock if payment not received within thirty (30) days of invoice
- f) Display the security interface; Add a new user, with moderate access control.
- g) Demonstrate administration of ticket prices and other fees.

APPENDIX B: SEALED PROPOSAL ADDRESS LABEL

Sealed Proposal

Firm Name: _____

Bid Number: 1320-B5082LJ01

Bid to be Opened: December 2, 2004 at 4pm (PDT)

**DIVISION OF PURCHASING
WASHINGTON STATE UNIVERSITY
FRENCH ADMIN BLDG RM 220
PO BOX 641020
PULLMAN WA 99164-1020**



EXHIBIT H
Washington State University
Statement of Work

| Task Name | Start | Finish | Task Owner | | |
|---|----------------|----------------|----------------------------------|--|--|
| Project Kickoff | | | | | |
| Contract Signed or agreement reached | | 5/24/05 | Washington State | | |
| Paciolan internal kickoff meeting | 3/1/05 | 3/1/05 | Paciolan | | |
| Equipment ordered | 3/2/05 | 3/15/05 | Paciolan | | |
| Network form received from Washington State | 3/15/05 | 4/18/05 | Washington State | | |
| Order placed for connectivity | 3/28/05 | 4/18/05 | Paciolan/Washington State | | |
| Merchant profile form completed | 3/15/05 | 4/1/05 | Washington State | | |
| Pre-site consulting visit (Conference Call) | 3/15/05 | 3/15/05 | Paciolan/Washington State | | |
| Data Conversion | | | | | |
| Sample data files received by Paciolan | 3/24/05 | 4/15/05 | Washington State | | |
| Data Analysis and program specifications | 3/15/05 | 3/23/05 | Paciolan/Washington State | | |
| Customer sign off on data conversion specifications | 3/15/05 | 3/23/05 | Washington State | | |
| Program Developed | 3/23/05 | 4/25/05 | Paciolan | | |
| Data conversion testing and balancing | 4/25/05 | 4/25/05 | Paciolan/Washington State | | |
| Data Conversion run in live account | 4/25/05 | 4/25/05 | Paciolan | | |
| Customer balance and signoff on converted data | 4/25/05 | 4/25/05 | Washington State | | |
| Live with converted data | 4/25/05 | 4/26/05 | Paciolan/Washington State | | |
| Equipment Installation | | | | | |
| Planning for equipment installation | 3/15/05 | 4/15/05 | Paciolan/Washington State | | |
| Hosted RS6000 configured | 3/21/05 | 3/30/05 | Paciolan | | |
| Establish VPN connection | 3/28/05 | 4/18/05 | Paciolan | | |
| POS Equipment installed and tested | 4/25/05 | 4/26/05 | Paciolan | | |
| Application Setup and Training | | | | | |
| Software setup | 4/19/05 | 4/20/05 | Paciolan/Washington State | | |
| Software training - Phase I | 4/19/05 | 4/28/05 | Paciolan/Washington State | | |
| Reporting Consulting | 4/19/05 | 4/28/05 | Paciolan/Washington State | | |
| Software training - Phase II | 5/9/05 | 5/20/05 | Paciolan/Washington State | | |
| Prepare for first Washington State event | 4/19/05 | 5/20/05 | Paciolan/Washington State | | |
| ** Remaining detailed tasks will be included in the detailed project plan provided after the pre-site consulting visit | | | | | |
| | | | | | |
| Assumptions | | | | | |
| 1. Football renewals for 2005 season will be generated on the Paciolan system | | | | | |

| | |
|--------------------------|---------------------|
| <input type="checkbox"/> | NEW CONTRACT |
|--------------------------|---------------------|

| | | |
|-------------------------------------|----------------------|----------|
| <input checked="" type="checkbox"/> | AMENDMENT NO. | 1 |
|-------------------------------------|----------------------|----------|

| | |
|-------------------------------------|--------------------|
| <input checked="" type="checkbox"/> | SOFTWARE AGREEMENT |
| <input type="checkbox"/> | CLIENT SERVICE |
| <input type="checkbox"/> | PURCHASED SERVICE |
| <input type="checkbox"/> | PURCHASE AGREEMENT |
| <input type="checkbox"/> | LICENSE |

| | |
|--------------------------|------------------|
| <input type="checkbox"/> | RENTAL |
| <input type="checkbox"/> | PERSONAL SERVICE |
| <input type="checkbox"/> | LEASE |
| <input type="checkbox"/> | STATE FINANCE |
| <input type="checkbox"/> | MAINTENANCE |

| | | | |
|---------------------------------|--|---|---|
| CONTRACT NO. | 25039 | REQUISITION NO. | BA204 |
| EXECUTED BY | Kerry Johnson | | |
| CONTRACTOR | Pacoilan | | |
| PERIOD OF PERFORMANCE | 07/01/19 to 6/30/23 | | |
| METHOD OF AWARD | <input checked="" type="checkbox"/> <10K <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> COMP AWARD <input type="checkbox"/> GPO <input type="checkbox"/> STATE CONTRACT <input type="checkbox"/> OTHER | | |
| FUNDING SOURCE | <input checked="" type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> FED <input type="checkbox"/> PRIVATE <input type="checkbox"/> OTHER | | |
| BUDGET CODING | 522-01-16A-6110-5075-03 | | |
| NTE CONTRACT AMOUNT | \$ 0 | <input checked="" type="checkbox"/> NET30 | <input checked="" type="checkbox"/> CHECK |
| PAYMENT SCHEDULE | <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUAL <input type="checkbox"/> NO PAYMENT REQUIRED <input type="checkbox"/> OTHER (PLEASE SPECIFY) | | |
| COMP/EXPENSE ADDITION | Revenue less 15% | | |
| CERTIFICATE OF INSURANCE | <input checked="" type="checkbox"/> NONE REQUIRED <input type="checkbox"/> REQUIRED <input type="checkbox"/> RECEIVED | | |
| INVOLVES DATA | <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES | | |
| EXECUTION DATE | 07/17/19 | | |
| NOTES | | | |

| | |
|-------------------|-----------|
| DEPARTMENT | Athletics |
|-------------------|-----------|

DISTRIBUTION:

| To | NAMES AND NOTES | DATE | INITIAL |
|-------------------------|--|------|---------|
| CONTRACT MANAGER | Bennett Askew ; Alex Casqueiro | | |
| FINANCIAL MANAGER | Bennett Askew | | |
| COBBLESTONE RECORD | COMPLETE DATA ENTRY IN CONTRACT RECORD INCLUDING CM IN WSU ROLE OF FINANCIAL MANAGER | | |
| COBBLESTONE COPY | UPLOAD THE EXECUTED COPY | | |
| SHAREPOINT | UPDATE SHAREPOINT AS COMPLETE | | |
| END OF RETENTION | FY OF END DATE + 6 MORE FY | 2027 | |

OPT IN TO VALIDATION AND FULFILLMENT AGREEMENT

This Opt In to Validation and Fulfillment Agreement (the "Agreement") is made by and between Paciolan, LLC., having its principal place of business at 5291 California Avenue, Suite 100, Irvine, CA 92617 ("Paciolan"), and the Paciolan Client set forth on the signature page below ("Paciolan Client"), with a principal place of business at the address set forth on the signature page, effective as of the effective date set forth on the signature page below ("Effective Date"). This Agreement establishes the general terms and conditions that shall govern ticket resale integration of Paciolan Client tickets between Paciolan and StubHub, Inc. ("StubHub") through links and integration. Now, therefore, the parties hereby agree as follows:

1. CERTAIN DEFINITIONS. "StubHub Marks" mean the StubHub domain names, trademarks, logos and other branding elements to be used in the performance of this Agreement. "StubHub Site" means the website owned and operated by StubHub and currently accessible at www.stubhub.com, as well as any mobile sites, applications, and future domain names made available by StubHub for third parties to sell event tickets. "Marks" means the Paciolan Client Marks or StubHub Marks, as applicable. "Net Sales Revenue" means the total logistics fees, buy fees, and sell fees StubHub actually retains with respect to a Qualifying Transaction for a Qualified Event less (i) the processing fees (e.g. payment processing, logistics/delivery fees, and customer escalations); and (ii) any cancellations (including but not limited to any cancellations due to known or suspected fraud) and returns. "Paciolan Client Marks" means the Paciolan Client domain names, trademarks, website addresses, logos and other branding elements used in the performance of this Agreement. "Qualified Event" means any live event that Paciolan and Paciolan Client mutually agree to electronically integrate on the StubHub Site to allow for electronic cancel and reissue. "Qualifying Transaction" is a fulfilled sale order, via the V&F Services (as defined below), placed on the StubHub Site by a secondary buyer of tickets to a Qualified Event at a discrete time, as verified by the system time stamp (i.e. multiple orders by one buyer shall constitute more than one Qualifying Transaction). "Term" means from the Effective Date through the expiration date set forth on the signature page below. "Sublicensed Sites" means the websites owned and operated by the Paciolan Client.

2. Fulfillment, Integration and Bar Code Availability. Fulfillment, for purposes of this Agreement, will utilize the integration between Paciolan and StubHub. Accordingly, pursuant to this Agreement, StubHub customers shall receive tickets generated by Paciolan through the StubHub platform (the "V&F Services"). Electronic delivery shall be the exclusive method for fulfillment of tickets via the V&F Services. All tickets will indicate "StubHub" under the ticket price field. If a Qualified Event is cancelled or postponed and not rescheduled within thirty (30) days of postponement, payments made by Paciolan to Paciolan Client for the applicable Transaction Fees shall be refunded to Paciolan, or, if not yet paid, shall be deducted from the subsequent payment to Paciolan Client. If and when season ticket holders choose to use, and actually use, the "Credit My Season Account Functionality", within the StubHub Site, for payment processing, payments will be remitted to Paciolan for payment to Paciolan Client. Paciolan Client agrees and acknowledges that all Paciolan Client single ticket bar codes may not be available to the public until five (5) days before the applicable event.

3. Direct Listings. Paciolan Client shall have the right, but not the obligation, to sell primary tickets via the StubHub Site on an event-by-event, ticket-by-ticket basis. Any primary ticket listed by or on behalf of Paciolan Client on the StubHub Site shall not constitute a Qualifying Transaction for payment purposes, and as such no Transaction Fee will be applicable to such listing. Paciolan Client will ensure that all primary ticket listings are in compliance with StubHub's User Agreement, Privacy Policy, Primary Listings Policy, and all other terms and conditions referenced on the StubHub Site."

4. Promotional Obligations. Paciolan Client will perform the promotional obligations set forth on Attachment 1.

5. Customer Data. Upon Paciolan Client's execution of this Agreement, Paciolan (via StubHub) will provide Paciolan Client transaction data for Paciolan Client's events for the then prior three (3) years. Such prior transaction data will be provided only for the genre events that will be supported by the ticketing integration contemplated by the parties hereunder. For example, if Paciolan Client is integrated for Football and Men's Basketball Qualified Events only, then the Paciolan Client would not receive Men's Hockey or Women's Volleyball transaction data. Thereafter, Paciolan will provide such data annually to Paciolan Client. Such data will be delivered via an FTP upload and will typically include event, event date, section, row, quantity of transactions, quantity of seats, total GMS (Gross Merchandise Sales - ticket cost inclusive of fees) and Average Ticket Price (ATP). Paciolan Client shall have access to certain StubHub customer data via the Paciolan ticketing system, including but not limited to customers' names, emails, seat location, and encrypted credit card information ("Customer Data"), which is to be used for the sole purposes of facilitating the cancel and reissue of tickets and assisting customers with any fulfillment issues (including, but not limited to, customer service and transaction based emails, delivery of print at home tickets, cancellations, notification of time changes, etc.), except as set forth below. Customer Data shall remain the sole property of StubHub and shall not be used by Paciolan Client to contact customers for marketing purposes or for any reason not directly related to the fulfillment of the tickets purchased, except: (i) until such Customer Data becomes Consented Customer Data (as defined below) via StubHub's confirmation of receipt of the applicable consent as contemplated below; or (ii) if such Customer Data was previously or is subsequently received by Paciolan Client via any other means, including, but not limited to, a transaction or inquiry independent of StubHub, a buying list, a graduating student, etc., in which case, such customer data shall no longer constitute Customer Data. Should StubHub have a reasonable basis for believing that either its privacy policy or statutory privacy laws are being violated through Paciolan Client's use of any Customer Data, Paciolan Client agrees to respond in a timely fashion to StubHub's reasonable requests for information related thereto. Notwithstanding the foregoing, subject to and conditioned upon StubHub's license to Paciolan, Paciolan hereby grants to Paciolan Client a perpetual and irrevocable sublicense to Consented Customer Data to be used for Paciolan Client's marketing purposes in accordance with Paciolan Client's privacy policies and practices and all applicable privacy laws, which will include, at a minimum: a) a publicly accessible privacy policy for Customers to review; b) an opt out in all email marketing as to future emails; c) no reference to Customers as StubHub Customers except in an initial welcome email. "Consented Customer Data" shall mean Customer Data, whereby the applicable ticket purchasing customer has consented electronically to the release and transfer of its Customer Data by StubHub to the Paciolan Client. Paciolan shall not be responsible for obtaining such consent from the customer with respect to the Consented Customer Data. Consented Customer Data shall not be used by Paciolan Client for marketing purposes until such consents are received from ticket purchasers through StubHub's checkout process. Paciolan Client shall use the Consented Customer Data in accordance with Paciolan Client's privacy policy and in compliance with applicable law. Paciolan Client agrees not to take retaliatory or punitive action against StubHub customers based on the customer's sale or purchase of tickets on the StubHub Site, through the cancellation of season tickets or otherwise, throughout and after the Term of this Agreement.

6. Paciolan Client Restrictions. During the Term, except with respect to the paperless transfer tickets or similar process utilized (i) for privileged groups, such as students, faculty and staff, (ii) for alumni clubs, or (iii) with respect to zero or nominal value tickets (i.e. comps), Paciolan Client must not: (i) establish an in-house service or engage any third party services (including but not limited to primary ticketing services as well as secondary ticketing services) that enable the paperless transfer of tickets to Qualified Events, unless all tickets are and remain freely and openly transferable through the StubHub Site; (ii) permit, implement or establish any technology, processes, services or other means that prevent the free and open trade of tickets through the StubHub Site in accordance with the provisions of this Agreement; (iii) establish (either by itself or through a third party) an in-house service designed to enable to facilitate the resale or transfer of its tickets; (iv) engage any other secondary ticketing service apart from StubHub; and/or (v) in any other way, prohibit or limit the free and open transfer of any of its tickets on the StubHub Site; provided however, for purpose of clauses (i)-(v) above, that if Paciolan Client is, as at the date of this Agreement, subject to any pre-existing regulations, agreements or policies that limit or restrict the resale of tickets that have been allocated to students, staff, faculty or suites only, then Paciolan Client may decline the provision of V&F Services to Paciolan Client in respect of those affected tickets only. If Paciolan Client breaches any provision of this Section 6, Paciolan may terminate this Agreement upon notice to Paciolan Client.

7. Customer Service. Paciolan Client will provide its services in a professional manner and in accordance with applicable laws and regulations. StubHub will provide customer support in the form of a call center and email support consistent with its customary and current customer service offering but will not generally provide any on-site customer support to Paciolan Client with the exception of the first Qualified Event after the Effective Date with respect to which Paciolan Client requests onsite customer support. Paciolan Client agrees to provide a commercially reasonable, onsite professional location for StubHub to handle on-site issues in its discretion, which shall be equipped at a minimum with electricity and an internet connection. StubHub will provide training and tools necessary for the venue box office staff to respond to any customer service issues in a satisfactory manner and Paciolan Client will provide all other requisite on-site customer support.

8. Trademark Licenses. Subject to such written guidelines on usage as may be periodically provided to StubHub by Paciolan Client, during the Term of this Agreement, Paciolan Client hereby grants to StubHub a non-exclusive, royalty-free, sublicenseable, worldwide right and license to use, transmit, store, display, reproduce and copy the Paciolan Client Marks to the extent necessary to enable StubHub to perform its obligations and exercise its rights under this Agreement, provided that such StubHub use shall be subject to the prior written consent of Paciolan Client. Subject to such written guidelines on usage as may be periodically provided to Paciolan Client by StubHub, during the Term of this Agreement, subject to and conditioned upon the license granted from StubHub to Paciolan, Paciolan hereby grants to Paciolan Client a non-exclusive, royalty-free, non-sublicensable, worldwide right and license to use, transmit, store, display, reproduce and copy the StubHub Marks to the extent necessary to enable Paciolan Client to perform its obligations under this Agreement. Except as set forth herein, no right, title, license, or interest in any Marks is intended to be given to or acquired by the other party or StubHub with respect to Paciolan Client Mark by the execution or performance of this Agreement. All goodwill arising out of any use of any of the Marks will inure solely to the benefit of its original owner. Paciolan makes no representations or warranties with respect to the StubHub Marks and assumes no liability or responsibility with respect to the license granted herein.

9. Third Party Beneficiary. It is expressly agreed by the parties that StubHub, Inc., and its successors and assigns, subsidiaries and parent companies, is intended to be a third party beneficiary to this Agreement and shall be entitled to all rights and benefits contemplated hereby as though a signatory to this Agreement. For the avoidance of doubt, such rights shall include StubHub's right to proceed directly against Paciolan Client to enforce a breach of this Agreement.

10. Payments. Paciolan Client shall be eligible for payment of Transaction Fees identified on the signature page. Paciolan will provide Paciolan Client a monthly reporting of the Transaction Fees. In addition to the other conditions set forth in this Agreement, all Transaction Fees shall be subject to and conditioned upon Paciolan's receipt of the corresponding payment from StubHub.

11. Confidentiality. A party's "Confidential Information" is defined as any confidential or proprietary information of a party which is disclosed to the other party in a writing marked confidential or, if disclosed orally, is identified as confidential at the time of disclosure. It is specifically agreed that any information related to StubHub that is not publicly available is Confidential Information of Paciolan for purposes of this Agreement. For the avoidance of doubt, StubHub, while a third party beneficiary, is not a "party" to this Agreement. Each party will hold the other party's Confidential Information in confidence and will not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as required to perform under this Agreement. Such restrictions will not apply to Confidential Information which (a) is already known by the recipient, (b) becomes publicly known through no act or fault of the recipient, (c) is received by recipient from a third party without a restriction on disclosure or use, or (d) is independently developed by recipient without reference to the Confidential Information. The restriction on disclosure will not apply to Confidential Information which is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, provided that recipient will first notify the disclosing party of such disclosure requirement or order and use reasonable efforts to obtain confidential treatment or a protective order. The parties' respective obligations hereunder will survive the expiration or early termination of this Agreement for a period of three (3) years. Upon termination of this Agreement, and upon written request, the receiving party will return to the disclosing party all Confidential Information of the disclosing party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.

12. Termination. This Agreement will be terminable early (i) if a party materially breaches this Agreement and does not cure such breach within ten (10) days following written notice thereof from the non-breaching party; (ii) by mutual written agreement; (iii) upon termination or expiration of the contractual relationship between Paciolan and StubHub contemplating the transactions set forth herein; or (iv) termination of the Ticketing Agreement. Upon expiration or termination, all licenses

granted hereunder shall terminate unless such licenses are perpetual. Sections 1 ("Certain Definitions"); 5 ("Customer Data"), only with respect to perpetual sublicense granted to Paciolan Client, 11 ("Confidentiality"); 12 ("Termination"); 13 ("Representations and Warranties"); 14 ("Indemnification"); 15 ("Limitation of Liability"), and 16 ("General") will survive the expiration or early termination of this Agreement.

13. Representations and Warranties. Paciolan Client shall comply with all applicable laws with respect to the transactions contemplated by this Agreement. Paciolan Client represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder and (ii) its entry into this Agreement does not violate any other agreement by which it is bound. EXCEPT AS EXPRESSLY STATED HEREIN, EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

14. Indemnification. TO THE EXTENT PERMITTED BY APPLICABLE LAW, Paciolan Client will indemnify StubHub against any and all claims which StubHub may incur as a result of any third parties actions arising from or relating to infringement by the Paciolan Client Marks of a U.S. patent, copyright, trademark right or other intellectual property right of a third party or misappropriation of any third party trade secret, except where the Paciolan Client Mark has been modified by StubHub without authorization, and such modification is the basis of the claim. In addition, and to the extent permitted by applicable law, Paciolan Client will defend, indemnify and hold harmless Paciolan, StubHub and their parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns ("Indemnitee(s)") against any and all claims which Paciolan or StubHub, respectively, may incur as a result of any third party (including StubHub as to Paciolan's right to indemnify hereunder) actions arising from or relating to: (i) any breach of this Agreement by Paciolan Client or any of its officers, directors, employees and agents; (ii) use of the V&F Services (except, as to indemnification of StubHub, where the liability is due to StubHub's negligence or willful misconduct); (iii) any Qualifying Transaction (except, as to indemnification of StubHub, where the liability is due to StubHub's negligence or willful misconduct); and (iv) any violation of any law by Paciolan Client in connection with the transactions contemplated by this Agreement. The foregoing obligations are conditioned on the Indemnitee: (i) giving Paciolan Client notice of the relevant claim, (ii) cooperating with Paciolan Client, at Paciolan Client's expense, in the defense of such claim, and (iii) giving Paciolan Client the right to control the investigation, defense and settlement of any such claim, except that Paciolan Client will not enter into any settlement that affects the Indemnitee's rights or interest without the Indemnitee's prior written approval. The Indemnitee will have the right to participate in the defense at its expense.

15. Limitation of Liability. PACIOLAN SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL PACIOLAN BE LIABLE TO THE PACIOLAN CLIENT IN AN AMOUNT GREATER THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. GENERAL. This Agreement does not create, and nothing contained in this Agreement will be deemed to establish a joint venture between the parties, or the relationship of employer-employee, partners, principal-agent or the like. Further, neither party will have the power to bind the other without the other's prior written consent, nor make any representation that it has any such power. Without the prior written consent of Paciolan, Paciolan Client shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein. Any such assignment shall not relieve Paciolan Client of any of its obligations hereunder. Without the prior written consent of Paciolan Client, Paciolan shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Paciolan to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. If performance hereunder (other than payment) is interfered with by any condition beyond a party's control, such as an act of God, the affected party will be excused from such performance to the extent of such condition. Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this section. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Agreement, including all documents referred to herein, sets forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties. This Agreement may be changed only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. In the event of a conflict between this Agreement and any attachments hereto, the terms in the Agreement shall control. For the avoidance of doubt, this Agreement does not in any way amend, modify or otherwise alter the terms and conditions of the primary ticketing agreement ("Ticketing Agreement") by and between Paciolan and Paciolan Client, which Ticketing Agreement shall remain in full force and effect per its terms. Neither party shall issue a press release, make any other public announcement or publish public materials regarding the subject matter herein, without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Effective Date: July 1, 2018

Expiration Date: June 30, 2023

Transaction Fee: 15% of Net Sales Revenue

Name for marketing purposes: Washington State Cougars

Paciolan Client: Washington State University

By: 

Name: Kerry Johnson

Title: Procurement & Supply Specialist IV

Address: Purchasing Services
PO Box 641020
Pullman, WA 99164-1020

Paciolan, LLC.

By: 

Name: Kimberly Damron

Title: President & CEO

Attachment 1

- Integration of text links that link directly on "click" from the Sublicensed Sites to the StubHub Site;
- Placement of "StubHub: Buy or Sell Tickets" in Text Links in the left rail of the Sublicensed Sites and/or the top rail of the Sublicensed Sites, either of which shall be "above the fold" throughout the ticketing pages, to the extent such rails are available on the applicable Sublicensed Site;
- When mutually agreeable, coordination on search engine marketing (SEM) to achieve 2 of top 4 placements on accounts, or similar mutually agreed upon results;
- Transmittal of a minimum of two dedicated emails to season ticket holders, donors, and subscribers;
- Allow pixels on Paciolan Client's home page or tickets page to be used for advanced audience targeting;
- For sold out events: Place a text link on eVenue pages redirecting traffic to StubHub Site; include in any press releases or emails announcing sellout specific language denoting StubHub as official partner of Paciolan Client and the safe and secure option for fans; minimum of one (1) social media post announcing sellout and directing customers to StubHub Site;
- StubHub logo and text link in Tickets dropdown and on Schedule pages (above the fold) for any integrated events;
- Co-branded landing page offering links to Buy/Sell flows for each Qualified Event along with a StubHub FAQ;
- Use Paciolan Client Marks on the StubHub Site and in print or radio advertising, pursuant to Section 8 of the Agreement;
- Include information about the StubHub integration in its season ticket insert, if available, at least once per men's basketball and once per football season, provided Paciolan Client receives reimbursement from StubHub or Paciolan for the applicable printing costs for such season ticket insert.

OPT IN TO VALIDATION AND FULFILLMENT AGREEMENT

This Opt In to Validation and Fulfillment Agreement (the "Agreement") is made by and between Paciolan, LLC, having its principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan"), and the Paciolan Client set forth on the signature page below ("Paciolan Client"), with a principal place of business at the address set forth on the signature page, effective as of the effective date set forth on the signature page below ("Effective Date"). This Agreement establishes the general terms and conditions that shall govern ticket resale integration of Paciolan Client tickets between Paciolan and StubHub, Inc. ("StubHub") through links and integration. Now, therefore, the parties hereby agree as follows:

1. **CERTAIN DEFINITIONS.** "In Hand Date" is the date on which Paciolan Client's sellers will receive tickets in their possession. "Integration Date" means the date on which the first Qualified Event for Paciolan Client is electronically integrated on the StubHub Site to allow for the successful electronic cancel and reissue. "StubHub Marks" mean the StubHub domain names, trademarks, logos and other branding elements to be used in the performance of this Agreement. "StubHub Site" means the website owned and operated by StubHub and currently accessible at www.stubhub.com, as well as any mobile sites, applications, and future domain names made available by StubHub for third parties to sell event tickets. "Marks" means the Paciolan Client Marks or StubHub Marks, as applicable. "Paciolan Client Marks" means the Paciolan Client domain names, trademarks, website addresses, logos and other branding elements used in the performance of this Agreement. "Qualified Event" means a men's basketball or football live sporting event held at a Paciolan Client's venue or a venue for which Paciolan Client has the right to ticket. "Qualifying Transaction" is a fulfilled sale order, via the V&F Services (as defined below), placed on the StubHub Site by a secondary buyer of tickets to a Qualified Event at a discrete time, as verified by the system time stamp (i.e. multiple orders by one buyer shall constitute more than one Qualifying Transaction). "Term" means from the Effective Date through the expiration date set forth on the signature page below. "Sublicensed Sites" means the websites owned and operated by the Paciolan Client.

2. **Fulfillment and Integration Obligations.** Fulfillment, for purposes of this Agreement, will utilize the integration between Paciolan and StubHub. Accordingly, pursuant to this Agreement, StubHub customers shall receive tickets generated by Paciolan through the StubHub platform (the "V&F Services"). Electronic delivery shall be the exclusive method for fulfillment of tickets via the V&F Services. All tickets will indicate "StubHub" under the ticket price field. Fees shall not be due and payable for a Paciolan Client prior to the Integration Date, which both parties shall use commercially reasonable efforts to ensure is prior to the In Hand Date. If a Qualified Event is cancelled or postponed and not rescheduled within thirty (30) days of postponement, payments made by Paciolan to Paciolan Client for the applicable Transaction Fees shall be refunded to Paciolan, or, if not yet paid, shall be deducted from the subsequent payment to Paciolan Client. If and when season ticket holders choose to use, and actually use, the "Credit My Season Account Functionality", within the StubHub Site, for payment processing, payments will be remitted to Paciolan for payment to Paciolan Client.

3. **Direct Listings.** Paciolan Client shall have the right, but not the obligation, to sell primary tickets via the StubHub Site on an event-by-event, ticket-by-ticket basis. Any primary ticket listed by or on behalf of Paciolan Client on the StubHub Site shall not constitute a Qualifying Transaction for payment purposes, and as such no Transaction Fee will be applicable to such listing. Paciolan Client will ensure that all primary ticket listings are in compliance with StubHub's User Agreement, Privacy Policy, Primary Listings Policy, and all other terms and conditions referenced on the StubHub Site."

4. **Promotional Obligations.** As further specified below, Paciolan Client will integrate text links on the Paciolan "venue" website that link directly on "click" from the Sublicensed Sites to the StubHub Site (each such link, a "Text Link"). Except where herein specified or illustrated in Attachments 1, 2, and 3 the location of all Text Links (also referred to as, "Links") will be mutually agreed upon. Paciolan Client will place "StubHub: Buy or Sell [school name] for marketing purposes as specified on the signature page below" Tickets" in Text Links in the left rail of the Sublicensed Sites and/or the top rail of the Sublicensed Sites, either of which shall be "above the fold" throughout the ticketing pages as illustrated in Attachment 1, to the extent such rails are available on the applicable Sublicensed Site. Paciolan Client will place a Text Link to sold out Qualified Events on the event page with a link to the StubHub Site as illustrated in Attachment 2. Paciolan Client will place an "above the fold" advertisement on the home page as illustrated in Attachment 3. Except for the placements illustrated in Attachments 1, 2, and 3 which are hereby agreed upon by the parties, all other placements are subject to the parties' mutual agreement. Upon reasonable notice, Paciolan Client will remove or move to a new location any Links that StubHub reasonably determines are not performing. Should any pages be redesigned, Paciolan Client will provide StubHub with equivalent space in the redesign; for the avoidance of doubt, any placements that are above the fold shall remain above the fold post redesign. Paciolan Client may, with StubHub's prior approval, elect to include Links as part of Paciolan Client's official social media campaign. Paciolan Client agrees to work with Paciolan to make changes to the Text Link and Interactive Link design, if any, as necessary for such design to remain consistent with the then current version of the Sublicensed Sites. All other design changes, including addition or modification of searchable fields (or information therein) are subject to the parties' mutual written approval. StubHub shall be entitled to use Paciolan Client Trademarks on the StubHub site and in print or radio advertising, subject to the prior written approval of Paciolan Client.

5. **Customer Data.** Paciolan Client shall have access to certain StubHub customer data via the Paciolan ticketing system, including but not limited to customers' names, emails, seat location, and encrypted credit card information ("Customer Data"), which is to be used for the sole purposes of facilitating the cancel and reissue of tickets and assisting customers with any fulfillment issues (including, but not limited to, customer service and transaction based emails, delivery of print at home tickets, cancellations, notification of time changes, etc.), except as set forth below. Customer Data shall remain the sole property of StubHub and shall not be used by Paciolan Client to contact customers for marketing purposes or for any reason not directly related to the fulfillment of the tickets purchased, except: (i) until such Customer Data becomes Consented Customer Data (as defined below) via StubHub's confirmation of receipt of the applicable consent as contemplated below, or (ii) if such Customer Data was previously or is subsequently received by Paciolan Client via any other means, including, but not limited to, a transaction or inquiry independent of StubHub, a buying list, a graduating student, etc., in which case, such customer data shall no longer constitute Customer Data. Should StubHub have a reasonable basis for believing that either its privacy policy or statutory privacy laws are being violated through Paciolan Client's use of any Customer Data, Paciolan Client agrees to respond in a timely fashion to StubHub's reasonable requests for information related thereto. Notwithstanding the foregoing, subject to and conditioned upon StubHub's license to Paciolan, Paciolan hereby grants to Paciolan Client a perpetual and irrevocable sublicense to Consented Customer Data to be used for Paciolan Client's marketing purposes in accordance with Paciolan Client's privacy policies and practices and all applicable privacy laws, which will include, at a minimum: a) a publicly accessible privacy policy for Customers to review, b) an opt out in all email

marketing as to future emails, c) no reference to Customers as StubHub Customers except in an initial welcome email. "Consented Customer Data" shall mean Customer Data, whereby the applicable ticket purchasing customer has consented electronically to the release and transfer of its Customer Data by StubHub to the Paciolan Client. Paciolan shall not be responsible for obtaining such consent from the customer with respect to the Consented Customer Data. Consented Customer Data shall not be used by Paciolan Client for marketing purposes until such consents are received from ticket purchasers through StubHub's checkout process. Paciolan Client shall use the Consented Customer Data in accordance with Paciolan Client's privacy policy and in compliance with applicable law. Paciolan Client agrees not to take retaliatory or punitive action against StubHub customers based on the customer's sale or purchase of tickets on the StubHub Site, through the cancellation of season tickets or otherwise, throughout and after the Term of this Agreement.

6. **Paciolan Client Restrictions.** During the Term, Paciolan Client must not: (i) establish an in-house service or engage any third party services (including but not limited to primary ticketing services as well as secondary ticketing services) that enable the paperless transfer of tickets to Qualified Events, unless all tickets are and remain freely and openly transferable through the StubHub Site; (ii) permit, implement or establish any technology, processes, services or other means that prevent the free and open trade of tickets through the StubHub Site in accordance with the provisions of this Agreement; (iii) establish (either by itself or through a third party) an in-house service designed to enable to facilitate the resale or transfer of its tickets; (iv) with the exception of the pre-existing agreement through Paciolan Client's media rights partner, engage any other secondary ticketing service apart from StubHub; and/or (v) in any other way, prohibit or limit the free and open transfer of any of its tickets on the StubHub Site; provided however, for purpose of clauses (i)-(v) above, that if Paciolan Client is, as at the date of this Agreement, subject to any pre-existing regulations, agreements or policies that limit or restrict the resale of tickets that have been allocated to students, staff, faculty or suites only, then Paciolan Client may decline the provision of V&F Services to Paciolan Client in respect of those affected tickets only. If Paciolan Client breaches any provision of this Section 6, Paciolan may terminate this Agreement upon notice to Paciolan Client; in which event, Paciolan Client shall refund Paciolan, within thirty (30) days of such termination, the fees paid by Paciolan to Paciolan Client in the preceding twelve (12) months from the date of termination.

7. **Customer Service.** Paciolan Client will provide its services in a professional manner and in accordance with applicable laws and regulations. StubHub will provide customer support in the form of a call center and email support consistent with its customary and current customer service offering but will not generally provide any on-site customer support to Paciolan Client with the exception of the first men's basketball and football game following the Effective Date. Paciolan Client agrees to provide a commercially reasonable, onsite professional location for StubHub to handle on-site issues in its discretion, which shall be equipped at a minimum with electricity and an internet connection. StubHub will provide training and tools necessary for the venue box office staff to respond to any customer service issues in a satisfactory manner and Paciolan Client will provide all other requisite on-site customer support.

8. **Trademark Licenses.** Subject to such written guidelines on usage as may be periodically provided to StubHub by Paciolan Client, during the Term of this Agreement, Paciolan Client hereby grants to StubHub a non-exclusive, royalty-free, sublicensable, worldwide right and license to use, transmit, store, display, reproduce and copy the Paciolan Client Marks to the extent necessary to enable StubHub to perform its obligations and exercise its rights under this Agreement, provided that such StubHub use shall be subject to the prior written consent of Paciolan Client. Subject to such written guidelines on usage as may be periodically provided to Paciolan Client by StubHub, during the Term of this Agreement, subject to and conditioned upon the license granted from StubHub to Paciolan, Paciolan hereby grants to Paciolan Client a non-exclusive, royalty-free, non-sublicensable, worldwide right and license to use, transmit, store, display, reproduce and copy the StubHub Marks to the extent necessary to enable Paciolan Client to perform its obligations under this Agreement. Except as set forth herein, no right, title, license, or interest in any Marks is intended to be given to or acquired by the other party or StubHub with respect to Paciolan Client Mark by the execution or performance of this Agreement. All goodwill arising out of any use of any of the Marks will inure solely to the benefit of its original owner. Paciolan makes no representations or warranties with respect to the StubHub Marks and assumes no liability or responsibility with respect to the license granted herein.

9. **Third Party Beneficiary.** It is expressly agreed by the parties that StubHub, Inc., and its successors and assigns, subsidiaries and parent companies, is intended to be a third party beneficiary to this Agreement and shall be entitled to all rights and benefits contemplated hereby as though a signatory to this Agreement. For the avoidance of doubt, such rights shall include StubHub's right to proceed directly against Paciolan Client to enforce a breach of this Agreement.

10. **Payments.** Paciolan Client shall be eligible for payment of a Transaction Fee per Qualifying Transaction identified on the signature page. Paciolan will provide Paciolan Client a monthly reporting of the number of Qualifying Transactions. In addition to the other conditions set forth in this Agreement, all Transaction Fees shall be subject to and conditioned upon Paciolan's receipt of the corresponding payment from StubHub.

11. **Confidentiality.** A party's "Confidential Information" is defined as any confidential or proprietary information of a party which is disclosed to the other party in a writing marked confidential or, if disclosed orally, is identified as confidential at the time of disclosure. It is specifically agreed that any information related to StubHub that is not publicly available is Confidential Information of Paciolan for purposes of this Agreement. For the avoidance of doubt, StubHub, while a third party beneficiary, is not a "party" to this Agreement. Each party will hold the other party's Confidential Information in confidence and will not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as required to perform under this Agreement. Such restrictions will not apply to Confidential Information which (a) is already known by the recipient, (b) becomes publicly known through no act or fault of the recipient, (c) is received by recipient from a third party without a restriction on disclosure or use, or (d) is independently developed by recipient without reference to the Confidential Information. The restriction on disclosure will not

apply to Confidential Information which is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, provided that recipient will first notify the disclosing party of such disclosure requirement or order and use reasonable efforts to obtain confidential treatment or a protective order. The parties' respective obligations hereunder will survive the expiration or early termination of this Agreement for a period of three (3) years. Upon termination of this Agreement, and upon written request, the receiving party will return to the disclosing party all Confidential Information of the disclosing party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.

12. **Termination.** This Agreement will be terminable early (i) if a party materially breaches this Agreement and does not cure such breach within ten (10) days following written notice thereof from the non-breaching party; (ii) by mutual written agreement; (iii) upon termination or expiration of the contractual relationship between Paciolan and StubHub contemplating the transactions set forth herein; or (iv) termination of the Ticketing Agreement. Upon expiration or termination, all licenses granted hereunder shall terminate unless such licenses are perpetual. Sections 1 ("Certain Definitions"); 3 ("Customer Data"); 5 ("Customer Data"); 11 ("Confidentiality"); 12 ("Termination"); 13 ("Representations and Warranties"); 14 ("Indemnification"); 15 ("Limitation of Liability"); and 16 ("General") will survive the expiration or early termination of this Agreement.

13. **Representations and Warranties.** Paciolan Client shall comply with all applicable laws with respect to the transactions contemplated by this Agreement. Paciolan Client represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder and (ii) its entry into this Agreement does not violate any other agreement by which it is bound. EXCEPT AS EXPRESSLY STATED HEREIN, EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

14. **Indemnification.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, Paciolan Client will indemnify StubHub against any and all claims which StubHub may incur as a result of any third parties' actions arising from or relating to infringement by the Paciolan Client Marks of a U.S. patent, copyright, trademark right or other intellectual property right of a third party or misappropriation of any third party trade secret, except where the Paciolan Client Mark has been modified by StubHub without authorization, and such modification is the basis of the claim. In addition and to the extent permitted by applicable law, Paciolan Client will defend, indemnify and hold harmless Paciolan, StubHub and their parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns ("Indemnitee(s)") against any and all claims which Paciolan or StubHub, respectively, may incur as a result of any third party (including StubHub as to Paciolan's right to indemnify hereunder) actions arising from or relating to: (i) any breach of this Agreement by Paciolan Client or any of its officers, directors, employees and agents; (ii) use of the V&F Services (except, as to indemnification of StubHub, where the liability is due to StubHub's negligence or willful misconduct); (iii) any Qualifying Transaction (except, as to indemnification of StubHub, where the liability is due to StubHub's negligence or willful misconduct); and (iv) any violation of any law by Paciolan Client in connection with the transactions contemplated by this Agreement. The foregoing obligations are conditioned on the Indemnitee: (i) giving Paciolan Client notice of the relevant claim, (ii) cooperating with Paciolan Client, at Paciolan Client's expense, in the defense of such claim, and (iii) giving Paciolan Client the right to control the investigation, defense and settlement of any such claim, except that Paciolan Client will not enter into any settlement that affects the Indemnitee's rights or interest without the Indemnitee's prior written approval. The Indemnitee will have the right to participate in the defense at its expense.

15. **Limitation of Liability.** PACIOLAN SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL PACIOLAN BE LIABLE TO THE PACIOLAN CLIENT IN AN AMOUNT GREATER THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. **GENERAL.** This Agreement will be construed in accordance with and governed exclusively by the laws of the State of Washington. Both parties submit to personal jurisdiction in Washington and further agree that any cause of action arising under this Agreement will be brought exclusively in the federal or state courts of Washington. This Agreement does not create, and nothing contained in this Agreement will be deemed to establish a joint venture between the parties, or the relationship of

employer-employee, partner, principal-agent or the like. Further, neither party will have the power to bind the other without the other's prior written consent, nor make any representation that it has any such power. Without the prior written consent of Paciolan, Paciolan Client shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein. Any such assignment shall not relieve Paciolan Client of any of its obligations hereunder. Without the prior written consent of Paciolan Client, Paciolan shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Paciolan to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. If performance hereunder (other than payment) is interfered with by any condition beyond a party's control, such as an act of God, the affected party will be excused from such performance to the extent of such condition. Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this section. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Agreement, including all documents referred to herein, sets forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties. This Agreement may be changed only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. In the event of a conflict between this Agreement and any attachments hereto, the terms in the Agreement shall control. For the avoidance of doubt, this Agreement does not in any way amend, modify or otherwise alter the terms and conditions of the primary ticketing agreement ("Ticketing Agreement") by and between Paciolan and Paciolan Client, which Ticketing Agreement shall remain in full force and effect per its terms. Neither party shall issue a press release, make any other public announcement or publish public materials regarding the subject matter herein, without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Effective Date: July 1, 2017

Expiration Date: June 30, 2023

Transaction Fee: \$3.50 per Qualifying Transaction

Name for marketing purposes: Washington State Cougars

Paciolan Client: Washington State University

By: Kerry Johnson 6/23/17

Name: Kerry Johnson

Title: Procurement & Supply Specialist IV

Address: Purchasing Services; 220 French Ad; Pullman, WA 99164

Paciolan, LLC

By: Kimberly Damron


Name: Kimberly Damron

Title: President + COO

Recommended By

Kerry Johnson
6/19/17

Attachment 1


SPORTS


TICKETS


FANS

ATHLETICS

VIDEOS

SHOP 

TICKETS 

MY ACCOUNT 

CAF 

Buy Tickets

Event Calendar

Sign In

Season Renewals

Request Postseason Tickets

Student Tickets

StubHub: Buy or Sell Washington State Tickets

A-Z Gameday Guide

Event Parking

Venue Map

CougMail Signup

Women's Basketball


Baseball

Volleyball

Cougar Athletic Fund Special Events 

StubHub: Buy or Sell Washington State Tickets



Event Payments Center 

Upcoming Events  Full Calendar

34th
27

COUGAR WOMEN'S BASKETBALL VS. STANFORD CARDINAL
9:30 p.m.

34th
29

COUGAR WOMEN'S BASKETBALL VS. CALIFORNIA GOLDEN BEARS
7:00 p.m.

10th
01

WSU FOOTBALL NATIONAL LETTER OF INTENT SIGNING DAY PARTY - SPOKANE
9:00 p.m.

10th
04





COUGAR MEN'S BASKETBALL VS. UCLA BRUINS
8:00 p.m.

10th
05

A NIGHT WITH COUGAR FOOTBALL - ERIE CITY'S
9:30 p.m.

10th

COUGAR MEN'S BASKETBALL VS. USC TROJANS




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Attachment 2



SPORTS

TICKETS

FANS

ATHLETICS

VIDEOS

SHOP

TICKETS

MY ACCOUNT

CAF

COLLEGE ATHLETIC EVENTS | Men's Basketball | 2016-17 Cougar Men's Basketball Single Game Tickets

WASHINGTON STATE

ATHLETICS


Enter Promo Code

Go

Men's Basketball single game tickets for the 2016-17 season are available now!

For group tickets, please call 1-800-313-8465 for more information.

2016-17 Cougar Men's Basketball Single Game Tickets




Cougar Men's Basketball vs UCLA Bruins

Event Date: Wed Feb 1 2017

Event Time: 6:00 pm

100 TICKETS



Cougar Men's Basketball vs USC Trojans


Event Date: Sat Feb 4 2017


Event Time: 2:00 pm

100 TICKETS

Tickets to this event are **INSTANT GIVE**.

ORCHARD great seats from other fans through our official secondary ticketing partner StubHub.






Cougar Men's Basketball vs Arizona Wildcats

Event Date: Thu Feb 16 2017

Event Time: 6:00 pm

100 TICKETS




Cougar Men's Basketball vs Arizona State Sun Devils

Event Date: Sat Feb 18 2017

Event Time: 2:00 pm

100 TICKETS




Cougar Men's Basketball vs Washington Huskies


Event Date: Sun Feb 19 2017

Event Time: 3:00 pm


100 TICKETS




Facebook




Twitter




Instagram



YouTube




LinkedIn



Snapchat

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View Mobile Site

Browser Requirements

Attachment 3

SPORTSTICKETSFANSATHLETICSVIDEOSSHOP

TICKETS+MY ACCOUNTCAP



COUGAR ATHLETIC EVENTS

Football

Men's Basketball

Women's Basketball

Baseball

Volleyball

Cougar Athletic Fund Special Events

Student Tickets

StubHub: Buy or Sell Washington State Tickets



Discover Events

Full Calendar

Upcoming Events

JAN 27COUGAR WOMEN'S BASKETBALL VS. STANFORD CARDINAL\$ 22 p.m.


JAN 29COUGAR WOMEN'S BASKETBALL VS. CALIFORNIA GOLDEN BEARS12:00 p.m.

FEB 01WSU FOOTBALL NATIONAL LETTER OF INTENT SIGNING DAY PARTY - SPOKANE\$ 22 p.m.

FEB 01COUGAR MEN'S BASKETBALL VS UCLA BRUINS\$ 22 p.m.

FEB 03A NIGHT WITH COUGAR FOOTBALL - TRILCITE'S\$ 22 p.m.

FEB COUGAR MEN'S BASKETBALL VS USC TROJANS


FACEBOOK

TWITTER

INSTAGRAM

YOUTUBE

LINKEDIN

SNAPCHAT

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SPECTRA

an event technology

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Paciolan (Stubhub Washington State Opt In) Final.docx

**AMENDMENT NO. 1
TO THE
TICKET SYSTEM AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY
AND
TICKETSWEST.COM, INC.**

THIS AMENDMENT NO. 1 to that certain Ticket System Agreement ("Agreement") made January 5, 2012, is made and entered into by and between Washington State University ("WSU"), and TicketsWest.com, Inc. d/b/a TicketsWest ("TicketsWest").

RECITALS

WHEREAS, WSU, by and through its Beasley Coliseum, and TicketsWest have previously executed the Agreement for the purpose of TicketsWest providing a ticketing system to meet WSU's ticketing needs, as more particularly described in the Agreement; and

WHEREAS, the Agreement provides that it terminates on September 30, 2014, unless the parties mutually agree to renew the Agreement; and

WHEREAS, the parties inadvertently failed to timely renew the Agreement, despite their mutual intentions to do so, and thus the parties enter and execute this Amendment No. 1 to memorialize the renewal of the Agreement to extend the termination date to September ~~20~~, 2016.

NOW, THEREFORE, the parties hereto agree as follows:

1. Renewal. Pursuant to Section II of the Agreement, the term of the Agreement is hereby extended for an additional two (2) year period and shall terminate on September ~~20~~, 2016. 30 JO MK
2. No Lapse. The parties wish to formally acknowledge that despite the failure of the parties to timely renew the Agreement, the parties have fully intended to continue and have continued to carry out the terms of the Agreement as though it were at all times in effect, and desire by this Amendment No. 1 to express their intent to retroactively renew the Agreement from and after October 1, 2014. Any objection to the failure on the part of either party in relation to this failure to timely renew is hereby waived.

[This space intentionally left blank]

3. Remainder of the Agreement Unchanged. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect and the parties shall comply therewith.

IT IS SO AGREED.

WASHINGTON STATE UNIVERSITY

TICKETSWEST.COM, INC, d/b/a
TICKETSWEST

APPROVED BY:

Signature: 

Name: Amanda N. Owen

Title: Contracts Manager, Finance and Admin

Date: 12/2/14

Signature: 

Name: Dustin Kurtz

Title: Vice President

Date: 12-2-14

RECOMMENDED BY:

Signature: 

Name: Leo A. Udy

Title: Director, Beasley Coliseum

Date: 12-2-14

TICKET SYSTEM AGREEMENT

THIS AGREEMENT is made this 5th day of January 2012 by and between Washington State University, through Beasley Coliseum, located at Pullman Washington, hereinafter referred to as BC and TicketsWest.com, Inc., d/b/a/ TicketsWest, located at West 201 North River Drive, Spokane, Washington 99201, hereinafter referred to as TW.

In consideration of the mutual covenants contained here, being kept, paid and performed, the parties agree as follows:

I. DEFINITIONS

(As used through this Agreement)

- A. **ATTRACTION** shall mean a theatrical production, concert, permanent or temporary exhibit, or other entertainment feature for which Tickets are sold: (a) produced or presented, in whole or in part, by BC or (b) held in BC Facilities even though not presented or produced by BC, with the exception of WSU athletic Events.
- B. **AVERAGE TICKET PRICE** shall mean the gross Ticket revenues collected divided by the number of sold Tickets for an Event.
- C. **BOX OFFICE** shall mean locations designated by BC within the city limits of Pullman, WA or Washington State University campus, which are staffed by BC personnel
- D. **CONVENIENCE FEES** shall mean monies charged to Ticket purchasers at Outlets by TW for each Ticket purchased.
- E. **EVENT** shall mean an individual presentation of an Attraction.
- F. **EVENT SETUP** shall mean data input into the System to enable an Attraction's Open Seats to be available for sale at the Box Office and Outlets.
- G. **FACILITY** shall mean any Facility hosting a BC Event, including but not limited to Beasley Coliseum as well as Jones Theatre and Wadleigh Theatre in Daggy Hall.
- H. **FEES** shall mean compensation payable to TW by BC as referenced in Exhibit A.
- I. **OPEN SEATS** shall mean all Tickets for an Attraction except Complimentary Tickets, Season Tickets, and those held by BC for special pulls.

- J. OUTLET shall mean a Terminal anywhere other than BC Box Offices at which Tickets are authorized for sale for an Attraction.
- K. PRINTED/COMPLIMENTARY TICKETS shall mean Tickets processed and printed at a Terminal, which are accounted for in the Event audit of no dollar value.
- L. SEASON TICKETS shall mean Tickets which are sold as a package for multiple Events prior to the first Event taking place.
- M. SYSTEM shall mean the equipment and procedures established and maintained by TW for the purpose of selling, auditing and control of Tickets for the Attraction.
- N. TERMINAL shall mean any location with equipment provided and maintained by TW.
- O. TICKETS shall mean evidence of the right to occupy space or obtain entry to the Attraction, but shall not include student passes.

II. TERM

The term of this Agreement shall be from October 1, 2011 through September 30, 2014. This AGREEMENT may be renewed for successive two-year periods upon the same terms and conditions by mutual agreement between BC and TW, with BC providing TW written notice of its intent to renew at least sixty (60) days prior to the expiration of the then-applicable term.

The parties wish to formally acknowledge that despite the fact this Agreement is being executed on or about JAN 5th 2012, the parties commenced performance on or about the commencement date specified above, and desire, to the extent permitted by law, to include in this Agreement the period between such date and the date of execution of this Agreement.

III. SERVICES PROVIDED BY TW

- A. TW shall provide the means for total Event Setup for Attractions in accordance with BC's needs and System capabilities. TW Ticket stock will be provided to accommodate all Ticket transactions at no cost. BC has the right to use at the BC Box Office custom stock designed and paid for in full by BC. Any custom stock must be approved by TW in advance. Such approval shall not be unreasonably withheld. As a result of TW's leveraged ticket stock purchasing volume, TW can negotiate preferred pricing through their vendor at BC's request. TW will also provide installation, support and maintenance services for TW SCANTIX technology allowing purchase and downloading of electronic Tickets via the TW website.
- B. TW shall provide Box Office management services to handle Ticketing Events at BC FACILITIES. TW shall make a Box Office Manager available to work at the BC Box Office twenty (20) hours per week and on a schedule agreeable to the parties. For Ticketed Event days, TW shall make their Box Office employees available to work at the BC Box Office on a schedule agreeable to all parties.
- C. TW acknowledges that it currently uses Paciolan as its credit card processor and that

Paciolan is certified by the Payment Card Industries Data Security Standard (PCI DSS). TW agrees to continue to use Paciolan to process credit cards under this Agreement for the duration of the Agreement, and to provide BC, upon request, evidence of TW's use of Paciolan's services for processing, transmitting or storing cardholder data or other confidential information. If TW ceases to use Paciolan to process credit cards or otherwise ceases to maintain PCI DSS status under this Agreement, TW must immediately cease the acceptance and processing of credit cards or other electronic forms of payment pursuant to this Agreement. If a data compromise and/or identity theft occurs and is found to be the result of TW's or TW's third party service providers' non-compliance with the PCI DSS, TW will assume complete responsibility for customer notification, and be liable for all associated costs incurred by BC in responding to or recovering from said breach.

- D. TW shall maintain Outlets throughout the term of this AGREEMENT for the purpose of selling TICKETS to Attractions. TW does not guarantee that any minimum or fixed number of Tickets will be sold through the System for any Attraction.
- E. TW will provide access to Event auditing on System transactions, and will provide sales distribution reports if requested by BC.
- F. TW will, through its computerized Events listing, Events list mailings and direct sale, communicate the availability of Attractions on the System.
- G. TW shall collect all monies received from Outlet sales for Attractions, and will make such funds available to BC on the next business day following a performance, less any CONVENIENCE FEES and any amounts due TW by BC. System Event audit reports and sales reports will be available the night of the Event and will form the basis for determining gross Outlet receipts and deductions for Attractions and shall be conclusive as to all amounts contained therein unless, within five days of the date when an audit report is furnished, BC files a written objection with TW, setting forth in reasonable detail the respects in which BC believes the Event auditing reports to be incorrect.
- H. In the event of any cancellation of all or part of an Attraction, TW agrees to make refunds for a canceled Event on terms authorized by BC, at the Outlets, for a period of 30 days from the date BC authorizes such refunds, solely out of funds held by TW (not including BC Fees) from previous sales for the canceled Event or which are remitted by BC to TW prior to all refunds. A final settlement to BC of non refunded monies will be made within thirty (30) days of the termination date for refunds, and BC shall thereafter be solely responsible for making any further refunds.
- I. TW will be responsible for maintaining and operating the System. TW agrees to provide reasonable contingency plans to ensure continuous operation to the extent possible.
- J. TW will provide for the term of this Agreement the necessary equipment to be distributed to BC Box Office location to be operated by BC personnel for the purpose of selling, auditing and controlling BC's Event Tickets as detailed in Exhibit A. Equipment will remain the property of TW and BC shall bear all risk of loss or damage to such

Equipment placed in any Box Office, other than loss or damage caused by defects in the Equipment. Any additional software or hardware necessary to accommodate upgrades will be provided in a timely manner at TW's cost.

- K. TW shall cooperate with BC and comply with BC's reasonable policies and procedures in connection with BC efforts to comply with the American with Disabilities Act ("ADA") and rules promulgated thereunder.

IV. OBLIGATIONS OF BC

- A. All Tickets for all Attractions held in BC FACILITIES shall be sold through the TW System exclusively, with the exception of Tickets to WSU athletic Events. Any other exceptions will be negotiated between BC and TW. TW will not unreasonably withhold permission for other exemptions where the Events are local in nature or limited to the University community. BC shall have the option to utilize the System for other Attractions not being held in BC FACILITIES at terms and conditions approved in advance by TW. TW does not guarantee that any minimum or fixed number of Tickets will be sold through the System for any Attraction.
- B. BC shall assume responsibility for the input of all data necessary for Event Setup. BC further shall be responsible for the accuracy of same.
- C. BC shall honor or cause to be honored all Tickets properly issued by TW for Attractions.
- D. BC shall allow the sale of all Open Seats on each Event at all Outlets. The availability and selection of these Tickets shall be the same for all Terminals engaged in Ticket transactions for Attractions.
- E. BC shall, in all advertising or other promotional material which it creates, causes to be produced, controls or recommends for Attractions covered by this Agreement, include the TW name and telephone number and shall refer to the availability of Tickets at all Outlets. For this purpose and for the term of this Agreement, TW grants to BC, a non-exclusive, worldwide, royalty-free limited right and license to use any TW logos and other images and materials which TW provides to BC hereunder solely for the purpose of identifying TW in BC's promotional materials. BC agrees that if it desires to use TW trademarks, logos or branding in any such BC promotional material or in any manner other than for such purpose, then BC shall first submit all marketing pieces, documentation, and other materials which contain a TW trademark, logo or branding to TW for its prior review and written approval. Except for the limited license granted above, BC is prohibited from using, and agrees not to use (directly or indirectly), any trademark, logo, or branding of TW or of any TW affiliates, in any manner whatsoever without first obtaining prior written approval from TW or its applicable affiliate(s), which may be denied in the sole discretion of TW or its affiliates. All rights not expressly granted are reserved by TW and/or its affiliates
- F. In the event of any cancellation of all or a part of BC's Attraction, BC shall promptly advertise effectively to the general public its policy and procedures on refunds to Ticket

holders.

- G. Printed/Complimentary Tickets will be provided by BC for group sales or special promotions by BC as agreed between TW and BC.
- I. BC shall comply with the American with Disabilities Act (“ADA”) and rules promulgated thereunder in all of its ticketing policies and shall indemnify and hold harmless TW and its affiliates and their respective officers, directors, employees and agents from and against any and all third party claims, damages or losses incurred, including reasonable attorneys’ fees, against TW related to any violation of the ADA by BC

V. TERMINATION

Either party hereto may terminate this Agreement in the event that the other party:

- A. Fails to account and make payments hereunder, and such failure is not cured within thirty (30) days after written notice thereof is sent to the other party; or
- B. Fails to perform any other obligation required of it hereunder, and such failure is not cured within sixty (60) days after written notice thereof is sent to the other party. Repeated System failure over a period of sixty (60) days shall be considered failure and entitle BC to cancellation. Repeated System failure means 20 successive System failures within a sixty (60) day period.
- C. Such termination shall be effective upon the notifying party mailing a notice to the other party declaring its election to terminate. Prior to termination, all Events on the System must be completed. This Agreement shall automatically terminate in the event that either party goes into liquidation, whether voluntarily or involuntarily, suffers an appointment of a receiver for all or a substantial part of its assets or business, or otherwise takes advantage of or is subject to any other law relating to bankruptcy, insolvency or relief from the claims of creditors. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law.
- D. TW may terminate this Agreement at any time by providing BC with at least one hundred eighty (180) days prior written notice of its intent to terminate.
- E. This Agreement may be terminated at any time upon the mutual consent of the parties.

VI. FORCE MAJEURE

TW and BC shall not be responsible for any delay or failure of performance resulting from fire, strike, flood, labor dispute, domestic or international unrest, delay in receipt of supplies, energy shortage or failure or any other cause beyond their reasonable control.

VII. CONSTRUCTION

In the performance of this Agreement, TW is an independent contractor and neither TW nor its officers, employees, agents or subcontractors shall be deemed in any respect employees of BC. Nor shall the officers, agents, employees or subcontractors of BC be deemed employees of TW. This is not an agreement of lease, partnership or employment of TW or any of TW's employees or property by the BC. TW shall not order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in BC's name or purporting to be on BC's behalf, except as required to advertise, publicize, sell or do all things pursuant to the purposes and intents of this Agreement. TW shall not use the trademarks, logo or Washington State University. Except as provided in Section IV.E herein, BC shall not use the trademarks, logo or other likeness of TW without the express prior written consent of TW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Washington.

VIII. NOTICE

All notices, approvals or requests in connection with this Agreement shall be deemed given when deposited in the United States mail, certified, return receipt requested, with postage prepaid, or when sent by telegram. Notices shall be sent to the parties at their respective addresses set forth in the first paragraph of this Agreement. Either party may change the address to which notices are to be sent by written notice to the other party.

IX. ASSIGNMENT

Neither this Agreement nor any proceeds of the sale of Tickets may be assigned by either party without the prior written consent of the other except that TW may assign to an affiliate or successor in interest. To the extent that an assignment is so permitted, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. Any other assignment or purported assignment of this Agreement or the proceeds to Ticket sales shall be null and void.

X. SEPARABILITY OF PROVISIONS

In the event that any provision hereof shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof; but this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained herein.

XI. AMENDMENT

This Agreement contains all the terms agreed to between the parties. No statements or representations not included herein shall be binding upon the parties, and no modifications or

amendments or any of the terms hereof shall be valid or binding unless made in writing and signed by TW and BC.

XII. EXHIBITS

Exhibit A attached hereto is made a part hereof and incorporated herein by reference.

XIII. ANTI-DISCRIMINATION

In performing under this Agreement, TW shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, sexual orientation (to include gender identity), age, physical or mental disability, military and veteran status, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. TW further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement.

XIV. APPORTIONMENT OF LIABILITY

BC shall not be liable for the acts of TW, its employees, agents or subcontractors. TW will hold BC harmless for such acts. TW shall not be liable for the acts of BC, its employees, agents or subcontractors. BC will hold TW harmless from such acts. Nothing in this paragraph shall be construed as a duty to defend the other in a legal proceeding.

Each party shall indemnify and hold harmless the other party and its affiliates, including their respective officers, shareholders, directors, employees and agents, from and against any and all third-party claims, damages or losses incurred, including reasonable attorneys' fees, that arise out of or result from the other party's performance, failure to perform or improper performance under this Agreement, and any negligent acts or omissions of any employee or agent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate (each of which shall be deemed an original) as of the day and year first above written.

WASHINGTON STATE UNIVERSITY
BEASLEY COLISEUM

Recommended By:

By: Leo A. Udy

Its: Director

Date: 1-11-12

TICKETSWEST.COM, INC.

By: JACK LUCAS

Its: PRESIDENT

Date: JAN 5, 2012

Approved By:  _____

Its: _____
Amanda N. Owen
Contracts Manager
Washington State University _____

Date: 1/18/12 _____

EXHIBIT A
Fees and equipment

Box Office Equipment provided by TicketsWest

- 6 PC's/Monitors
- 6 Ticket Printers
- 1 Laser Report Printer
- All equipment needed for bar coding/scanning technology
- Network connectivity and necessary equipment to access to the System

FEES

BC shall pay TW on a monthly basis for all of the Box Office Manager's hours spent on BC Box Office duties at the flat rate of \$2,575 per month, from August 1 to April 30 of each academic school year. Any additional Box Office personnel needed by BC in BC's determination of the daily operation of the Box Office shall be covered by this flat Fee. This flat Fee shall increase at a rate of 3% on the anniversary date of the Ticket System Agreement. Payment for the services of the Box Office Manager and other Box Office personnel by BC to TW hereunder shall be made within thirty (30) days of receipt of a properly documented invoice from TW.

CONVENIENCE FEES

- a. TW is authorized to charge the customer an On-Line/Call Center/Outlet location convenience Fee of a minimum \$1.50 per Ticket but not more than 17% of the price of the Ticket being sold, up to a maximum of \$11.00 per Ticket for any Ticket purchase. On those occasions when 17% of the price of the Ticket exceeds the \$11.00 maximum Fee an additional 2.5% credit card reimbursement Fee shall be charged to the customer.
- b. All customer orders via On-Line/Call Center will be subject to a \$3.00 Method of Delivery charge for Mail or Will Call delivery, and \$1.50 Method of Delivery charge for Print-At-Home delivery.

The parties may negotiate alternative Box Office Fees if they deem it to be in the mutual best interests of TW and BC.

- c. A Facility Fee, negotiated by BC, may be added to any Event Ticket on top of the imposed TW Convenience Fee.

TICKET SYSTEM AGREEMENT

THIS AGREEMENT is made by and between Washington State University, through Beasley Performing Arts Coliseum, located at Pullman, Washington, hereinafter referred to as BC, and TicketsWest.com, Inc., d/b/a/ TicketsWest, located at West 201 North River Drive, Spokane, Washington 99201, hereinafter referred to as TW.

In consideration of the mutual covenants contained here, being kept, paid and performed, the parties agree as follows:

I. DEFINITIONS

(As used through this Agreement)

- A. **ATTRACTION** shall mean a theatrical production, concert, permanent or temporary exhibit, or other entertainment feature for which Tickets are sold: (a) produced or presented, in whole or in part, by BC or (b) held in BC facility even though not presented or produced by BC, with the exception of WSU athletic events.
- B. **AVERAGE TICKET PRICE** shall mean the gross ticket revenues collected divided by the number of sold Tickets for an event.
- C. **BOX OFFICE** shall mean locations designated by BC within the city limits of Pullman, Washington, or Washington State University campus, which are staffed by BC personnel
- D. **EVENT** shall mean an individual presentation of an Attraction.
- E. **EVENT SETUP** shall mean data input into the System by BC to enable an attraction's open seats to be available for sale at the Box Office and Outlets.
- F. **FACILITY** shall mean Beasley Performing Arts Coliseum.
- G. **CONVENIENCE FEES** shall mean monies charged to Ticket purchasers at Outlets by TW for each Ticket purchased.
- H. **OPEN SEATS** shall mean all Tickets for an Attraction except Complimentary Tickets, Season Tickets, and those held by BC for special pulls.
- I. **OUTLET** shall mean a Terminal anywhere other than BC Box Offices at which Tickets are authorized for sale for an Attraction.
- J. **PRINTED/COMPLIMENTARY TICKETS** shall mean Tickets processed and printed at a Terminal, which are accounted for in the event audit of no dollar value.

- K. SEASON TICKETS shall mean Tickets which are sold as a package for multiple events prior to the first Event taking place.
- L. SYSTEM shall mean the software, equipment and procedures established and maintained by TW for the purpose of selling, auditing and control of Tickets for the Attraction.
- M. TERMINAL shall mean any location with software and equipment provided and maintained by TW.
- N. TICKETS shall mean evidence of the right to occupy space or obtain entry to the Attraction, but shall not include student passes.

II. TERM

The term of this Agreement shall be from September 1, 2005 through August 31, 2009. This AGREEMENT may be renewed for successive two-year periods upon the same terms and conditions by mutual agreement between BC and TW, with BC providing TW with written notice of its intent to renew at least sixty (60) days prior to the expiration of the then-applicable term.

III. SERVICES PROVIDED BY TW

- A. TW shall provide the means for total event setup for Attractions in accordance with BC's needs and System capabilities. TW Ticket stock will be provided by TW to accommodate all Ticket transactions at no cost. TW will also provide installation, support and maintenance services for TW SCANTIX technology allowing purchase and downloading of electronic tickets via the TW website.
- B. TW shall maintain Outlets throughout the term of this AGREEMENT for the purpose of selling TICKETS to Attractions. TW does not guarantee that any minimum or fixed number of tickets will be sold through the System for any Attraction.
- C. TW will provide access to Event auditing on System transactions to BC, and will provide sales distribution reports if requested by BC.
- D. TW will, through its computerized Events listing, Events list mailings and direct sale, communicate the availability of Attractions on the System.
- E. TW shall collect all monies received from Outlet sales for Attractions, and will make such funds available to BC on the next business day following a performance, less any CONVENIENCE FEES and any amounts due TW by BC. System Event audit reports and sales reports will be available the night of the Event and will form the basis for determining gross Outlet receipts and deductions for Attractions and shall be conclusive as to all amounts contained therein unless, within five days of the date when an audit report is furnished, BC files a written objection with TW, setting forth in reasonable detail the respects in which BC believes the Event auditing reports to be incorrect.

- F. In the Event of any cancellation of all or part of an Attraction, TW agrees to make refunds for a canceled event on terms authorized by BC, at the Outlets, for a period of 30 days from the date BC authorizes such refunds, solely out of funds held by TW (not including BC fees) from previous sales for the canceled Event or which are remitted by BC to TW prior to all refunds. A final settlement to BC of non-refunded monies will be made within thirty (30) days of the termination date for refunds, and BC shall thereafter be solely responsible for making any further refunds.
- G. TW will be responsible for maintaining and operating the System. TW agrees to provide reasonable contingency plans to ensure continuous operation to the extent possible.
- H. TW will provide for the term of this Agreement the necessary equipment to be distributed to BC Box Office locations to be operated for the purpose of selling, auditing and controlling BC's Event Tickets as detailed in Exhibit A. Equipment will remain the property of TW and BC shall bear all risk of loss or damage to such Equipment placed in any Box Office, other than loss or damage caused by defects in the Equipment. Any additional software or hardware necessary to accommodate upgrades will be provided in a timely manner at TW's cost.
- I. TW shall cooperate with BC and comply with BC's reasonable policies and procedures in connection with BC efforts to comply with the Americans with Disabilities Act ("ADA") and rules promulgated thereunder.

IV. OBLIGATIONS OF BC

- A. All Tickets for all Attractions held in Beasley Performing Arts Coliseum shall be sold through the TW system exclusively, with the exception of tickets to WSU athletic events. Any other exceptions will be negotiated between BC and TW. TW will not unreasonably withhold permission for other exemptions where the Events are local in nature or limited to the University community. BC shall have the option to utilize the System for other Attractions not being held in the Beasley Performing Arts Coliseum at terms and conditions approved in advance by TW. BC does not guarantee that any minimum or fixed number of tickets will be sold through the System for any Attraction.
- B. BC shall assume responsibility for the input of all data necessary for Event Setup. BC further shall be responsible for the accuracy of same.
- C. BC shall honor or cause to be honored all Tickets properly issued by TW for Attractions.
- D. BC shall allow the sale of all Open Seats on each Event at all Outlets. The availability and selection of these Tickets shall be the same for all Terminals engaged in Ticket transactions for Attractions.

- E. BC shall, in all advertising or other promotional material which it creates, causes to be produced, controls or recommends for Attractions covered by this Agreement, include the TW name and telephone number and shall refer to the availability of Tickets at all Outlets. For this purpose and for the term of this Agreement, TW grants to BC, a non-exclusive, worldwide, royalty-free limited right and license to use any TW logos and other images and materials which TW provides to BC hereunder solely for the purpose of identifying TW in BC's promotional materials. BC agrees that if it desires to use TW trademarks, logos or branding in any such BC promotional material or in any manner other than for such purpose, then BC shall first submit all marketing pieces, documentation, and other materials which contain a TW trademark, logo or branding to TW for its prior review and written approval. Except for the limited license granted above, BC is prohibited from using, and agrees not to use (directly or indirectly), any trademark, logo, or branding of TW or of any TW affiliates, in any manner whatsoever without first obtaining prior written approval from TW or its applicable affiliate(s), which may be denied in the sole discretion of TW or its affiliates. All rights not expressly granted are reserved by TW and/or its affiliates.
- F. In the event of any cancellation of all or a part of BC's Attraction, BC shall promptly advertise effectively to the general public its policy and procedures on refunds to Ticket holders.
- G. Printed/Complimentary Tickets will be provided by BC for group sales or special promotions by BC as agreed between TW and BC.
- H. BC shall comply with the Americans with Disabilities Act ("ADA") and rules promulgated thereunder in all of its ticketing policies and shall indemnify and hold harmless TW and its affiliates and their respective officers, directors, employees and agents from and against any and all third party claims, damages or losses incurred, including reasonable attorneys' fees, against TW related to any violation of the ADA by BC.

V. TERMINATION

Either party hereto may terminate this Agreement in the event that the other party:

- A. Fails to account and make payments hereunder, and such failure is not cured within thirty (30) days after written notice thereof is sent to the other party; or
- B. Fails to perform any other obligation required of it hereunder, and such failure is not cured within sixty (60) days after written notice thereof is sent to the other party. Repeated System failure over a period of sixty (60) days shall be considered failure and entitle BC to cancellation. Repeated System failure means 20 successive system failures within a sixty (60) day period.
- C. Such termination shall be effective upon the notifying party mailing a notice to the other party declaring its election to terminate. Prior to termination, all Events on the System

must be completed. This Agreement shall automatically terminate in the event that either party goes into liquidation, whether voluntarily or involuntarily, suffers an appointment of a receiver for all or a substantial part of its assets or business, or otherwise takes advantage of or is subject to any other law relating to bankruptcy, insolvency or relief from the claims of creditors. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law.

- D. TW may terminate this Agreement at any time by providing BC with at least one hundred eighty (180) days prior written notice of its intent to terminate.
- E. This Agreement may be terminated at any time upon the mutual consent of the parties.

VI. FORCE MAJEURE

TW and BC shall not be responsible for any delay or failure of performance resulting from fire, strike, flood, labor dispute, domestic or international unrest, energy shortage or failure of any other cause beyond their reasonable control.

VII. CONSTRUCTION

In the performance of this Agreement, TW is an independent contractor and neither TW nor its officers, employees, agents or subcontractors shall be deemed in any respect employees of BC. Nor shall the officers, agents, employees or subcontractors of BC be deemed employees of TW. This is not an agreement of lease, partnership or employment of TW or any of TW's employees or property by the BC. TW shall not order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in BC's name or purporting to be on BC's behalf, except as required to advertise, publicize, sell or do all things pursuant to the purposes and intents of this Agreement. TW shall not use the trademarks, logo or other likeness of Washington State University without the express prior written consent of Washington State University. Except as provided in Section IV.E herein, BC shall not use the trademarks, logo or other likeness of TW without the express prior written consent of TW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Washington.

VIII. NOTICE

All notices, approvals or requests in connection with this Agreement shall be deemed given when deposited in the United States mail, certified, return receipt requested, with postage prepaid, or when sent by telegram. Notices shall be sent to the parties at their respective addresses set forth in the first paragraph of this Agreement. Either party may change the address to which notices are to be sent by written notice to the other party.

IX. ASSIGNMENT

Neither this Agreement nor any proceeds of the sale of Tickets may be assigned by either party without the prior written consent of the other except that TW may assign to an affiliate or successor in interest. To the extent that an assignment is so permitted, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. Any other assignment or purported assignment of this Agreement or the proceeds to Ticket sales shall be null and void.

X. SEVERABILITY OF PROVISIONS

In the event that any provision hereof shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof; but this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained herein.

XI. AMENDMENT

This Agreement contains all the terms agreed to between the parties. No statements or representations not included herein shall be binding upon the parties, and no modifications or amendments or any of the terms hereof shall be valid or binding unless made in writing and signed by TW and BC.

XII. EXHIBITS

Exhibit A attached hereto is made a part hereof and incorporated herein by reference.

XIII. ANTI-DISCRIMINATION

In performing under this Agreement, TW shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, age, handicap or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. TW further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement.


XIV. APPORTIONMENT OF LIABILITY

BC shall not be liable for the acts of TW, its employees, agents or subcontractors. TW will hold BC harmless for such acts. TW shall not be liable for the acts of BC, its employees and agents. BC will hold TW harmless from such acts. Nothing in this paragraph shall be construed as a duty to defend the other in a legal proceeding.

Each party shall indemnify and hold harmless the other party and its affiliates, including their respective officers, shareholders, directors, employees and agents, from and against any and all third-party claims, damages or losses incurred, including reasonable attorneys' fees, that arise out of or result from the other party's performance, failure to perform or improper performance under this Agreement, and any negligence or willful misconduct of any employee or agent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate (each of which shall be deemed an original) as of the day and year first above written.

**WASHINGTON STATE UNIVERSITY
BEASLEY COLISEUM**

By: 

Its: Richard A. Heath
Associate Vice President
Washington State University

Date: 8/25/05

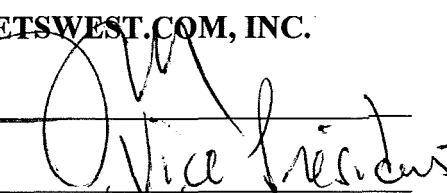
Approved By:

By: 

Its: Director

Date: 8-22-05

TICKETSWEST.COM, INC.

By: 

Its: Office President

Date: 8/29/05

EXHIBIT A
SCHEDULE OF EQUIPMENT

Box Office Equipment provided by TicketsWest:

- **4 Monitors**
- **4 Ticket Printers**
- **1 Laser report printer**
- **All equipment needed for bar coding/scanning technology**

SECOND AMENDMENT TO TICKETSWEST TICKET SYSTEM AGREEMENT

This amendment to the Ticket System Agreement ("Second Amendment") is entered into on this 7th day of September, 2016, by and between the Washington State University ("User"), and TicketsWest.com, Inc. ("TW"), formerly known as TicketsWest Inc.

RECITALS

- A. User and TW entered into the TicketsWest User Agreement on January 5, 2012 (hereafter referred to as the "Agreement").
- B. User and TW executed an amendment to the Agreement on December 2, 2014 (hereafter referred to as the "First Amendment").
- C. User and TW now desire to extend the term of the Agreement.

AGREEMENT

In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

- 1. **Renewal.** Pursuant to Section II of the Agreement, and later amended via the First Amendment, the term of the Agreement is hereby extended for an additional three (3) year period and shall terminate on September 30, 2019.
- 2. **Remainder of the Agreement Unchanged.** All other terms and conditions of the Agreement shall remain unchanged and in full force and effect and the parties shall comply therewith.

In Witness Whereof, the parties have executed this Second Amendment as of the date set forth below.

WASHINGTON STATE UNIVERSITYBy: 

Printed Name: Amanda N. Owen
Contracts Manager
Title: Washington State University

Date: 9.8.16**TICKETSWEST.COM, INC.**By: 

Printed Name: Dusty Kurtz

Title: Vice President

Date: September 7, 2016

RECOMMENDED BY:By: Leo A. UdyPrinted Name: Leo A. UdyTitle: DirectorDate: September 8, 2016

**AMENDMENT NO. 1 TO
AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
TICKETSWEST.COM, INC.**

THIS AMENDMENT NO. 1 to that certain Ticket System Agreement commencing September 1, 2005 (the "Agreement") between Washington State University ("WSU") through its Beasley Coliseum ("BC") and TicketsWest.Com, Inc. ("TicketsWest" or "TW") is made and entered into by and between WSU and TicketsWest.

RECITALS:

WHEREAS, WSU and TicketsWest have previously executed the Agreement for the purpose of TicketsWest providing ticketing services to WSU for attractions at Beasley Coliseum; and

WHEREAS, WSU and TicketsWest have determined it to be in the best interest of the parties to modify the Agreement to reflect that TicketsWest will employ an individual to perform ticketing services provided through the Beasley Coliseum ticketing office, and WSU will pay for such services as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. **Section III, Services Provided by TicketsWest.** The Agreement as set forth in Section III therein is hereby modified by adding a new subsection J at the end thereof, as follows:

J. Commencing September 22, 2009, TW shall provide box office management services to handle Beasley ticketing events. TW shall make a Box Office Manager available to work at the BC ticketing office twenty (20) hours per week and on a schedule agreeable to the parties. With the exception of TW's employee services on ticketed event days, BC shall pay TW on a monthly basis for all of the Box Office Manager's hours spent on BC ticketing office duties at the rate of \$25.00 per hour. Any additional box office personnel needed by BC in BC's determination for the daily operation of the box office shall be at the rate of \$18.00 per hour. This hourly fee shall increase at a rate of 3% on the anniversary date of the Ticket System Agreement. Payment for the Box Office Manager's hours by BC to TW hereunder shall be made within thirty (30) days of receipt of a properly documented invoice from TW.

For ticketed event days, TW shall make their box office employees available to work at the BC ticketing office on a schedule agreeable to the parties. For ticketed event days, BC shall pay TW for box office employee services as follows: a fee of 3.5% on total gross ticket sales; and a day of show labor fee of \$350.00 in lieu of hourly compensation for TW employees. The parties may negotiate alternative box office fees if they deem it to be in the mutual best interests of TW and BC. TW will provide all cash monies and TW shall provide all credit card processing services for the operation of the box office, subject to the provisions below. Payment for box office employee services by BC to TW hereunder shall be made by deducting the amounts due TW from the event settlements due to BC. This arrangement may be terminated at any time by either party upon not less than thirty (30) days prior written notice to the other party.

TW acknowledges that it currently uses Paciolan as its credit card processor and that Paciolan is certified by the Payment Card Industries Data Security Standard (PCI DSS). TW agrees to continue to use Paciolan to process credit cards under this Agreement for the duration of the Agreement, and to provide BC, upon request, evidence of TW's use of Paciolan's services for processing, transmitting or storing cardholder data or other confidential information. If TW ceases to use Paciolan to process credit cards or otherwise ceases to maintain

PCI DSS status under this Agreement, TW must immediately cease the acceptance and processing of credit cards or other electronic forms of payment pursuant to this Agreement. If a data compromise and/or identity theft occurs and is found to be the result of TW's or TW's third party service providers' non-compliance with the PCI-DSS, TW will assume complete responsibility for customer notification, and be liable for all associated costs incurred by BC in responding to or recovering from said breach.

2. **Remainder of Agreement Unchanged.** All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

WASHINGTON STATE UNIVERSITY

Recommended:

By: Leo A. Udy
Name: LEO A. UDY
Title: Director
Date: 9-17-09

Approved:

By: Danette Kriehn
Name: N. Danette Kriehn
Title: Contracts Manager
Date: 9/27/09
Washington State University

TICKETSWEST.COM, INC.

By: [Signature]
Name: JACK G. Lucas
Title: President
Date: 9/16/09

AMENDMENT NO. 2 TO
AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
TICKETSWEST.COM, INC.

THIS AMENDMENT NO. 2 to that certain Ticket System Agreement commencing September 1, 2005 (the "Agreement") between Washington State University ("WSU") through its Beasley Coliseum ("BC") and TicketsWest.Com, Inc. ("TicketsWest" or "TW") is made and entered into by and between WSU and TicketsWest.

RECITALS:

WHEREAS, WSU and TicketsWest have previously executed the Agreement for the purpose of TicketsWest providing ticketing services to WSU for attractions at Beasley Coliseum, and have previously modified the Agreement effective September 22, 2009 (Amendment No. 1); and

WHEREAS, WSU and TicketsWest have determined it to be in the best interest of the parties to further modify the Agreement to reflect certain agreed upon changes to ticketing service fees and payment of labor costs.

NOW, THEREFORE, the parties agree as follows:

1. Section III, Services Provided by TicketsWest. The Agreement as set forth in Section III.J therein is hereby modified by striking certain language and adding new underlined language, as follows:

J. Commencing September 22, 2009, TW shall provide box office management services to handle Beasley ticketing events. TW shall make a Box Office Manager available to work at the BC ticketing office twenty (20) hours per week and on a schedule agreeable to the parties. ~~With the exception of TW's employee services on ticketed event days, BC shall pay TW on a monthly basis for all of the Box Office Manager's hours spent on BC ticketing office duties at the flat rate of \$25.00 per hour \$2,500 per month, from August 1 to April 30 of each academic school year.~~ Any additional box office personnel needed by BC in BC's determination for the daily operation of the box office shall be at the rate of \$18.00 per hour covered by this flat fee. This hourly flat fee shall increase at a rate of 3% on the anniversary date of the Ticket System Agreement. Payment for the Box Office Manager's hours services of the Box Office Manager and other box office personnel by BC to TW hereunder shall be made within thirty (30) days of receipt of a properly documented invoice from TW.

For ticketed event days, TW shall make their box office employees available to work at the BC ticketing office on a schedule agreeable to the parties. ~~For ticketed events days, BC shall pay TW for box office employee services as follows: a fee of 3.5% on total gross ticket sales; and a day of show labor fee of \$350.00 in lieu of hourly compensation for TW employees.~~ the following box office fees shall apply: TW is authorized to charge the customer an On-Line/Call Center/Outlet location convenience fee of a minimum \$1.50 per ticket but not more than 17% of the price of ticket being sold, up to a maximum of \$11.00 per ticket for any ticket purchase. On those occasions when 17% of the price of the ticket exceeds the \$11.00 maximum fee, an additional 2.5% credit card reimbursement fee shall be charged to the customer. All customer orders via On-Line/Call Center will be subject to a \$3.00 Method of Delivery charge for Mail or Will Call delivery; however, there will be no charge to the customer for Print-At-Home delivery. The parties may negotiate alternative box office fees if they deem it to be in the mutual best interests of TW and BC. TW will provide all cash monies and TW shall provide all credit card processing services for the operation of the box office, subject to the provisions below. ~~Payment for box office employee services by BC to TW hereunder shall be made by deducting the amounts due TW from~~

~~the event settlements due to BC.~~ This arrangement may be terminated at any time by either party upon not less than thirty (30) days prior written notice to the other party.

TW acknowledges that it currently uses Paciolan as its credit card processor and that Paciolan is certified by the Payment Card Industries Data Security Standard (PCI DSS). TW agrees to continue to use Paciolan to process credit cards under this Agreement for the duration of the Agreement, and to provide BC, upon request, evidence of TW's use of Paciolan's services for processing, transmitting or storing cardholder data or other confidential information. If TW ceases to use Paciolan to process credit cards or otherwise ceases to maintain PCI DSS status under this Agreement, TW must immediately cease the acceptance and processing of credit cards or other electronic forms of payment pursuant to this Agreement. If a data compromise and/or identity theft occurs and is found to be the result of TW's or TW's third party service providers' non-compliance with the PCI-DSS, TW will assume complete responsibility for customer notification, and be liable for all associated costs incurred by BC in responding to or recovering from said breach.

2. **Effective Date; Remainder of Agreement Unchanged.** This Amendment No. 2 shall be effective on August 1, 2010. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

WASHINGTON STATE UNIVERSITY

Recommended:

By: LEO A. UDY
Name: LEO A. UDY
Title: DIRECTOR - BEASLEY COLLEGE
Date: 8-17-10

Approved:

By: Richard A. Heath
Name: Richard A. Heath
Title: Sr. Associate Vice President
Date: 8/23/10

TICKETSWEST.COM, INC.

By: JACK LUCAS
Name: JACK LUCAS
Title: PRESIDENT
Date: AUGUST 17, 2010

SERVICES AGREEMENT

This Services Agreement ("Agreement") is effective as of the date of full execution ("Effective Date"), by and between Washington State University, on behalf of its Athletics Department ("University"), having an address at 220 French Administration Building, Pullman, Washington 99164-1020, and IMG Learfield Ticket Solutions, LLC ("Ticket Solutions"), a Delaware limited-liability company with offices at 540 North Trade Street, Winston-Salem, North Carolina 27101. University and Ticket Solutions may hereinafter be referred to individually as "Party" and collectively as "Parties".

WHEREAS, University desires to engage and retain Ticket Solutions to provide certain ticket sales services ("Services"), which are described in this Agreement and in Exhibit A attached hereto, for sales of tickets for University Athletic Events, as defined in Exhibit B attached hereto;

WHEREAS, Ticket Solutions desires to provide University the Services as so defined.

NOW, THEREFORE, in accordance with these recitals and in consideration of the premises and mutual covenants herein contained, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Engagement of Ticket Solutions.

As of the Effective Date, University engages and retains Ticket Solutions to provide the Services for University's Athletic Department and Ticket Solutions agrees to perform the Services as described herein and specifically as detailed in Exhibit A for University, under the terms and conditions provided in this Agreement. Ticket Solutions warrants no person or selling agent has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage or contingent fee.

2. Authority of Ticket Solutions.

Ticket Solutions shall regularly report Services, including, but not limited to, sales reports and activity logs, along with any other reasonable metrics, in order to determine the effectiveness of the Services at any time upon request by University to University's representative identified in Exhibits A and C (or any other University-appointed representative University identifies) its performance of the Services. All activity relating to the Services and tracking of performance shall be performed in systems provided by University consistent with University processes and practices. In connection with and while performing the Services, Ticket Solutions shall abide by and respect local, state, federal, NCAA, and University's rules, policies, procedures and standards. Where not required herein or by applicable law or regulation, Ticket Solutions shall not require University's prior approval to perform its duties under this Agreement.

3. Compensation of Ticket Solutions.

As consideration for performing the Services, University will pay Ticket Solutions fees ("Fees") in accordance with the provisions set forth in Exhibit B.

4. Term and Termination.

a. This Agreement shall be effective as of the Effective Date, remain in effect for three (3) Contract Years (as defined hereinafter) and expire on June 30, 2019 unless earlier terminated or modified as set forth herein. "Contract Year" shall be defined as each twelve (12) month period from July 1 through June 30 during this Agreement, except for the first Contract Year, which shall run from the Effective Date through June 30, 2017. It shall automatically extend for one (1) additional Contract Year (through June 30, 2020) unless University provides Ticket Solutions written notification of its desire to terminate by or before March 31, 2019. Thereafter, this Agreement may be extended for additional one (1) Contract-Year periods upon the mutual written consent of both Parties. In the event of any termination of this Agreement or non-renewal, University may engage with or competitively solicit third parties and Ticket Solutions then waives any objections it may have to University working with or contracting with such third parties.

b. If a Party materially breaches this Agreement, and such breach goes uncured for a period of thirty (30) days following notice from the non-breaching Party, then the non-breaching Party may terminate this Agreement, effective immediately, by written notice to the breaching Party. In the event University, in its sole discretion, determines Ticket Solutions is in material breach, University has the right to suspend or terminate this Agreement, in part or in whole. University shall notify Ticket Solutions in writing of the need for Ticket Solutions to take corrective action. If Ticket Solutions does not take corrective action within thirty (30) calendar days or as otherwise specified by University, or if such corrective action is deemed by University to be insufficient, then University may terminate this Agreement. University reserves the right to suspend all or part of this Agreement, withhold further payments or prohibit Ticket Solutions from incurring additional obligations of funds during investigation of the cause and pending corrective action by Ticket Solutions or a decision by University to terminate this Agreement. University shall only be liable to Ticket Solutions for any amounts due for Services completed up until the written notice of termination is provided.

c. Termination for Cause. University has the right to terminate this Agreement (and the Services performed hereunder) upon ninety (90) days' prior written notice to Ticket Solutions where: (i) Ticket Solutions does not generate at least eighty percent (80%) of its Sales Revenue (as defined in Exhibit B) target, as determined at the preceding Annual Performance Meeting (herein so called), on or before June 1st in a given Contract Year; (ii) Ticket Solutions does not perform at least eighty percent (80%) of its stated outbound call goal in a given Contract Year as determined in the Annual Performance Meeting; (iii) Ticket Solutions does not perform eighty percent (80%) of its stated outbound face-to-face community leader meetings as determined in the Annual Performance Meeting. The Annual Performance Meeting shall be held in April (on a mutually agreed upon date) each Contract Year and attended by appropriately designated University and Ticket Solutions staff. At each such meeting, the Parties will determine, for the upcoming Contract Year, Ticket Solutions' Sales Revenue target and outbound calls and face-to-face community leader meetings, which shall be documented in writing and agreed to by both Parties.

d. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, University may terminate this Agreement without advance notice, such termination not to become effective until the end of the then-current Contract Year, subject to the Parties' ability to enter into

good-faith discussions with respect to a renegotiation of this Agreement under University's new funding limitations and conditions.

e. Notwithstanding any determination by its Executive Ethics Board or another University tribunal, University may, in its sole discretion, by written notice to Ticket Solutions, terminate this Agreement if it finds, after due notice and examination, Ticket Solutions has violated the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving Ticket Solutions' procurement of or performance under this Agreement, and to the extent that in University's discretion, such violation is minor and can be easily cured and Ticket Solutions has been unable to cure any such violation within ten (10) days of receiving written notice from University with respect thereto. In the event this Agreement is terminated as such, University shall be entitled to pursue the same remedies against Ticket Solutions as it can pursue in the event of a breach by Ticket Solutions. The rights and remedies of University provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

5. Independent Contractor.

Ticket Solutions shall be an independent contractor with University and nothing in this Agreement shall be deemed or construed to: (i) create a partnership or joint venture between University and Ticket Solutions; (ii) cause Ticket Solutions to be responsible in any way for University's (or any other party's) debts, liabilities or obligations; (iii) cause University to be responsible in any way for Ticket Solutions' (or any other party's) debts, liabilities or obligations; or (iv) constitute Ticket Solutions or any of its employees as University employees, officers or agents. Ticket Solutions shall, at all times, make clear in writing to its employees and contractors such persons are not entitled to any compensation, benefit or other consideration of any kind from University. Further, Ticket Solutions shall indemnify, defend and hold harmless University from and against any claim by any Ticket Solutions employee or contractor against University arising in connection with Ticket Solutions' performance of the Services hereunder or any claim relating to employment of Ticket Solutions' employees; provided, however, such indemnification shall not be applicable or required in the event of any claim of gross negligence or willful misconduct asserted by the Ticket Solutions employee or contractor against University.

6. Confidentiality.

a. In connection with the Services, University will provide Ticket Solutions with (i) certain Confidential Information (as defined hereinafter) only as required in performance of the Services and (ii) access to certain University clients, employees and customers, as determined by University, in its sole discretion. Similarly, Ticket Solutions will provide University, its employees and agents with certain Confidential Information (defined hereinafter) only as required to perform the Services. University reserves the right, in its sole discretion, to withhold Confidential Information that is determined to be unnecessary for Ticket Solutions' provision of the Services and obligations as stated herein. In order to facilitate Ticket Solutions' performance of its responsibilities hereunder, University agrees to provide Ticket Solutions access to its database of information concerning University alumni, fans and supporters, including information with respect to telephone numbers and e-mail addresses, prior ticket purchases and prior donations.

b. Each Party will (i) only use Confidential Information it receives from the other Party in conjunction with the Services and (ii) keep Confidential Information confidential. Neither

Party, including its employees and/or agents, will use any Confidential Information or disclose any Confidential Information to any person or entity in any manner whatsoever, in whole or in part, unless it has written permission from the other Party to do so or it becomes legally compelled to do so, so long as the disclosing Party provides the other Party with prompt written notice of such request(s) so the other Party may seek a protective order or other appropriate remedy. Confidential Information shall remain the property of the discloser and the receiver may use Confidential Information it receives from discloser only as necessary in the performance of this Agreement. Further, to the extent applicable in each instance, with respect to the Confidential Information it receives from University, Ticket Solutions shall comply with all University policies related to Confidential Information and the handling thereof, along with any regulatory or legal standards for retaining, maintaining and using the Confidential Information, copies of which University shall provide Ticket Solutions. The following laws, among other federal and state laws and regulations, may be applicable to the Confidential Information: the Family Educational Rights and Privacy Act, the Gramm-Leach-Bliley Act and the Health Information Portability and Accountability Act. Immediately upon terminating this Agreement, Ticket Solutions will deliver to University all University's Confidential Information Ticket Solutions possesses and University will deliver to Ticket Solutions all Ticket Solutions' Confidential Information University possesses, to the extent a Party is not required to retain the other Party's Confidential Information in accordance with University policies or by local, state or federal regulation(s). The Parties understand and acknowledge University is an institution of higher education and agency of the State of Washington which, as such, is subject to the Public Records Act, RCW 42.56 et seq. If University receives a public records request for this Agreement and/or for documents and/or materials provided to University under this Agreement, generally such information will be a public record and must be disclosed to the public records requester. However, University agrees to notify Ticket Solutions if it receives such a public records request and the date University plans to release the records at issue. If Ticket Solutions fails to obtain a protective order from the applicable court prior to the time University releases such records to the public records requester, then Ticket Solutions gives University full authority to release the records on the date specified, and Ticket Solutions understands it has thereby given up all rights to challenge the disclosure in any forum.

c. Nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any (i) Confidential Information disclosed pursuant to this Agreement or (ii) invention or any patent, copyright, trademark or other intellectual-property right issued (or that may be issued) based on any Confidential Information. University and Ticket Solutions shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

d. As used herein, University's "Confidential Information" includes any and all information University provides Ticket Solutions, including, but not limited to, business methods, plans and practices, financial data, trade secrets, inventions, methodologies, research plans, products, product plans, third-party systems, third-party software, patent applications and other proprietary rights, any specifications, tools, computer programs, source code, object code, documentation or technical information, as well as customer, employee, donor and student information, including but not limited to images, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit-card information, driver's license numbers, medical data, law enforcement records, educational records or other information identifiable to a specific individual relating to any of these types of information and/or materials University designates "confidential" (either orally or in writing). Additionally, as used herein,

Ticket Solutions' "Confidential Information" includes any and all confidential or proprietary property, including financial terms, and information Ticket Solutions designates "confidential" (either orally or in writing) when providing University such information or materials.

e. Confidential Information does not include any information that was (i) or has/will become available to the public through no fault of University or Ticket Solutions, (ii) in University's or Ticket Solutions' possession, free of any obligation of confidence, at the time it was communicated to University or Ticket Solutions, (iii) rightfully communicated to or obtained by University or Ticket Solutions, free of any obligation of confidence, subsequent to the time it was communicated by (a) the disclosing Party under this Agreement (b) University or Ticket Solutions to a third party, free of any obligation of confidence, (iv) independently developed by University or Ticket Solutions without reference to or use of the other Party's Confidential Information, (v) required to be disclosed by law or (vi) necessary to disclose to prevent severe physical injury to or loss of life of an individual.

f. University's Confidential Information is subject to the provisions of RCW 19.255.010 and RCW 42.56.590 and Ticket Solutions will comply with those laws. Ticket Solutions will report to University any security breach of which it becomes aware it commits, resulting in the unauthorized disclosure, misappropriation or unauthorized access of University's Confidential Information. Ticket Solutions will promptly investigate any such breach and take reasonable measures to identify its cause(s), mitigate its effects and prevent a recurrence. To the extent reasonably possible and unless prohibited by law, Ticket Solutions will provide University a detailed description of any such breach, the data subject of such incident, the identity of any affected individual and other information University may reasonably request concerning any affected individual. The Parties agree to coordinate in good faith with respect to developing the content of any related public statements or any required notices for affected individuals. If a data compromise and/or identity theft occurs and is found to be the result of Ticket Solutions' non-compliance with its obligations herein, then Ticket Solutions will, in collaboration with University and in accordance with all University policies, assume responsibility for customer notification and liability for all associated costs University incurs in responding to or recovering from any such breach.

7. Ticket Allocations and Solicitations.

Each Contract Year, University will make accessible to Ticket Solutions, for Ticket Solutions' use in performing the Services all available regular-season full-season, partial-plan, group and other tickets for all University Athletic Events (as defined hereinafter) on or before the date University begins selling such tickets except for the first Contract Year with respect to any ticket sales University may have already completed. When mutually agreed upon by the Parties, and on a case-by-case basis, University may, when possible, make available to Ticket Solutions to sell tickets for: multi-year suite and loge contracts; football bowl games; any PAC-12 championship game; any NCAA championship or similar post-season events (*e.g.*, NIT, CBI, etc.); student sports passes; and other types of tickets. Prior to providing tickets to Ticket Solutions to be available for sale to third-party brokers, University reserves the right to determine (i) the amount of tickets to be available for sale to third-party brokers and (ii) which third-party brokers are utilized. Ticket Solutions will solicit ticket sales, as well as season-ticket renewals, at prices University sets for such events and pursuant to the terms and conditions applicable for the events as established by University for all tickets sold for such events. University will be responsible for

processing payments related to all tickets Ticket Solutions sells for University Athletic Events, including processing credit-card payments, paying applicable fees associated with credit-card services, remitting all required local, sales and other taxes due, except those taxes that may be assessed upon Ticket Solutions' gross revenue, which may be due to the State of Washington or other appropriate taxing jurisdictions, with respect to such sales and paying any other fees due to government entities or agencies as a result of such sales. Ticket Solutions shall be responsible for (i) its employees' handling of any confidential information, (ii) compliance with Payment Card Industry ("PCI") standards and (iii) any liability incurred for its misuse or non-compliance therewith. University will also be responsible for ticket printing and distribution, including shipping and delivery to applicable fans and purchasers. University shall (i) account for all ticket sales and (ii) pay Ticket Solutions its revenue-share amount on each settlement date, as provided in Exhibit B.

8. Assignment.

Neither Party may assign, transfer or convey any of its rights, duties or interests under this Agreement. Nor shall it delegate any obligations or duties it is required to keep or perform under this Agreement; provided, however, University's written consent, which University will not unreasonably withhold, shall be required for Ticket Solutions' assigning this Agreement to an entity owned or controlled by or under common control with Ticket Solutions.

9. Notices.

All notices, demands, consents, approvals and requests given by either Party to the other hereunder shall be in writing and personally delivered, or sent by nationally-recognized overnight delivery service, to such Party at the addresses set forth in the attached Exhibit C, incorporated by reference and made a part hereof.

10. Nonexclusive Representation.

University and Ticket Solutions mutually agree Ticket Solutions may provide similar services to other colleges and/or universities and, without limitation, may engage in other related businesses and ventures. Such representation shall not constitute a violation of Ticket Solutions' obligations hereunder. Ticket Solutions and University mutually agree University may have other non-Athletic events for which it needs similar services as those provided hereunder, which will be provided by other service providers.

11. Severability.

Each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If, to any extent, any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

12. No Waiver.

Except as otherwise expressly provided for in this Agreement, failure by a Party to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment of such right, remedy or election, but the same shall continue and remain in full force and effect. All rights and remedies a Party may have at law, in equity or otherwise upon breach of any term or provision of this Agreement shall be distinct, separate and cumulative rights and remedies, and none, whether exercised, shall be deemed to exclude another.

13. Entire Agreement.

This Agreement (including its exhibits) contains the entire agreement between the Parties with respect to the specific subject matter herein. Any agreement hereafter made shall be ineffective to affect any change or modification, in whole or in part, unless such agreement is established via a written instrument signed by the Party against which enforcement of the change or modification is sought.

14. Representations and Warranties.

University represents and warrants to Ticket Solutions it will (i) conduct University Athletic Events in accordance with the applicable schedule University makes public before each athletics season, except in instances of force majeure (as described below), (ii) fulfill all terms and conditions with respect to tickets for University Athletic Events, (iii) be responsible for ensuring its ticketing system assigns (a) seats consistent with its venues' seating and (b) only one (1) available ticket for each available seat per event and (iv) ship and deliver all tickets for University Athletic Events to any purchasers secured by Ticket Solutions pursuant to this Agreement. Additionally, University represents and agrees, without Ticket Solutions' prior written consent or until a date more than twelve (12) months following this Agreement's termination, University (including any University department, division or affiliate) will not knowingly solicit, for a position within or affiliated with University's Athletics Department, any person who is/was (i) a Ticket Solutions employee or independent contractor and (ii) directly involved in providing University the Services. Notwithstanding the above, should an employee or independent contractor of Ticket Solutions apply for an open position within or affiliated with University, he/she will be treated as any other applicant, and will not be withheld the opportunity for such employment.

Ticket Solutions represents and warrants that it shall comply with all terms and conditions relating to third-party software and systems made available by University to Ticket Solutions and that the Services shall be provided in a professional and workmanlike manner in accordance with all applicable regulations and laws.

15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to the laws of any other state.

16. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) Agreement.

17. Disputes.

In the event a dispute arises the Parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel (herein so called) in the following manner: each Party shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, Agreement terms and conditions and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel. Nothing in this Agreement shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18. Copyright Provisions.

Unless otherwise provided, all materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by University. University shall be considered author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Ticket Solutions hereby assigns all right, title and interest in materials to University, effective from the moment it creates such materials.

19. Indemnification.

To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party (and, in the case of Ticket Solutions, the State of Washington) for any claim arising out of or incident related to such Party's performance or failure to perform under this Agreement.

20. Nondiscrimination.

During its performance of this Agreement, Ticket Solutions shall comply with all federal and state nondiscrimination laws, regulations and policies, including the Americans with Disabilities Act of 1990, Public Law 101-336, 28 CFR Part 35. In the event of Ticket Solutions' non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and Ticket Solutions may be declared ineligible for further agreements with University. Ticket Solutions shall, however, be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

21. Records Maintenance.

Ticket Solutions shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Services, including, but not limited to, accounting

procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Ticket Solutions shall retain such records for a period of six (6) years following the date of final payment. Upon adequate notice, and at no additional cost, these records, including materials generated under this Agreement, shall be subject to inspection, review or audit by University personnel duly authorized by University, the Office of the State Auditor and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

22. Advanced Payments Prohibited.

In accordance with Washington State law, no payments in advance of or in anticipation of the Services shall be made to Ticket Solutions by University.

23. Attorneys' Fees.

In the event of litigation or other action brought to enforce this Agreement's terms, each Party agrees to bear its own attorneys' fees and costs.

24. Industrial Insurance Coverage.

Ticket Solutions shall comply with the provisions of Title 51 RCW, Industrial Insurance. If Ticket Solutions fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, then University may collect from Ticket Solutions the full amount payable to the Industrial Insurance accident fund. University may deduct the amount owed by Ticket Solutions to the accident fund from the amount payable to Ticket Solutions by University under this Agreement, and transmit the deducted amount to the Department of Labor and Industries ("L&I"), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from Ticket Solutions.

25. Licensing, Accreditation, and Registration.

Ticket Solutions shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for its performance of Services.

26. Publicity.

Ticket Solutions agrees to submit to University all advertising and publicity matters relating to this Agreement, wherein University's name is mentioned, including via the use of any University logos, indicia and photographs, or language used from which the connection of University's name may, in University's judgment, be inferred or implied. Ticket Solutions agrees not to publish or use such advertising and publicity matters without the prior written consent of University.

27. Registration with Department of Revenue.

If required to do so by law, Ticket Solutions shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Agreement, except as otherwise provided herein.

28. Site Security.

While on University premises, Ticket Solutions, its agents, employees, or subcontractors shall conform in all respects with University's physical, fire or other security policies or regulations, all of which University shall provide Ticket Solutions and its staff.

29. Taxes.

All payments accrued because of payroll taxes, unemployment contributions, any other employer related taxes, or insurance placed upon Ticket Solutions or its staff shall be the sole responsibility of Ticket Solutions.

30. Force Majeure.

In the event that the Parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of GOD, any law, ordinance, rule or regulation, which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either Party, the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

31. Assurances

University and Ticket Solutions agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

32. Insurance

Ticket Solutions shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Ticket Solutions or subcontractor, or agents of either, while performing under the terms of this Agreement.

Ticket Solutions shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Additionally, Ticket

Solutions is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by Ticket Solutions, automobile liability insurance shall be required. The minimum limit for automobile liability is: \$1,000,000 per occurrence or accident, using a Combined Single Limit for bodily injury and property damage.
3. Crime Insurance (Employee Dishonesty). Insurance coverage including employee theft and computer fraud shall include a minimum limit of \$1,000,000 each occurrence and in the aggregate.
4. Cyber Liability. Ticket Solutions shall have and maintain a cyber liability policy with minimum limits of \$1,000,000 per claim and \$2,000,000 annual aggregate to be maintained for the duration of the Agreement and three (3) years following its termination to respond to privacy and network security liability claims arising for any reason.
5. Professional Liability. Insurance coverage shall include a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to be maintained for the duration of the Agreement and three (3) years beyond contract termination in case of any claims made.
6. Workers' Compensation Insurance. Insurance coverage as required by applicable law, which shall include Employer's Liability Insurance with a minimum limit of \$1,000,000 per occurrence and in the aggregate.

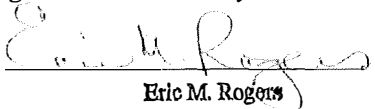
The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name Washington State University, its agents and employees as additional insureds under the insurance policy/ies, except Workers' Compensation. All policies shall be primary to any other valid and collectable insurance. Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with policy provisions.

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Ticket Solutions shall submit to University within fifteen (15) days of the Effective Date, a certificate of insurance that outlines the coverage and limits defined in this Insurance section. Ticket Solutions shall mark such certificate of insurance with **WSU Contract No. 24337** and submit renewal certificates as appropriate during the term of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly exercised by their authorized representatives as of the date of full execution.

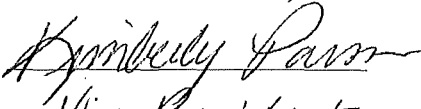
Washington State University

By: 
Eric M. Rogers

Title: Director
Washington State University

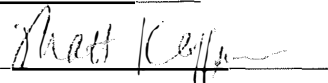
Date: 10/18/16 Purchasing Services

IMG Learfield Ticket Solutions, LLC

By: 

Title: Vice President


Date: 11/2/2016

Recommended By: 

Title: Matt Kleffner, Sr. Assoc. AD / CFO

Date: 10/18/16

APPROVED AS TO FORM:


Asst. Atty. Gen.

13 day of Oct, 2016

Exhibit A
Services

- I. Ticket Solutions shall provide University the following Services for University Athletic Events, as those events are defined in Exhibit B. Ticket Solutions shall provide the following Services:
 - a. Ticket-sales services for University Athletic Events as defined in Exhibit B, including engaging personnel to perform such ticket-sales services, to include an on-site, full-time general manager and no less than two (2) account executives for the Spokane, WA, Ticket Sales Office reporting to such general manager who will participate in sales activities; Ticket Solutions (i) shall be responsible, with University's prior consultation, for all staff recruitment for the Spokane, WA, Ticket Sales Office (including position postings, applicant screenings and candidate interviews) and hiring, as well as employee relocation and human resources and (ii) at its discretion, may also hire part-time personnel to supplement the sales efforts of its full-time sales staff; assuming compliance with applicable law, Ticket Solutions will have sole and absolute discretion with respect to any and all terms and conditions applicable to its employees or independent contractors, including, but not limited to, their scheduled work hours, pay rate(s), benefits (if any) and bonuses/commissions;
 - b. Spokane, WA, Ticket Sales Office staff training in ticket-sales (best practices), inter-department protocol/solutions (including customer service), such training to be made available to members of University's Ticket Office staff;
 - c. Sales-campaign and marketing strategies in collaboration with and as approved by University (with respect to new acquisitions, partial-plan and group-ticket sales and retention), working closely with University (including its senior administration, ticket operations, athletic marketing, development office and other departments, as identified);
 - d. Overall sales-program management, monitoring and strategy development for Ticket Solutions' employees, including providing University regular updates/progress reports, including, but not limited to, sales reports, activity logs, along with any other reasonable metrics in order to determine the effectiveness of the Services at any time upon request by University. Such reports shall be provided upon request to: Assistant AD for Ticket Sales and Services, and the Senior Associate Director/CFO for University Athletics.
 - e. Office space design/set-up as mutually agreed upon.
- II. University (which shall (i) remain responsible for overall ticket operations and (ii) have final say with respect to approving all marketing materials and strategies) shall provide the following, at no cost to Ticket Solutions, in order to facilitate Ticket Solutions' performance of the Services:
 - a. Office space, as is currently available in the Spokane Ticket Office, as currently equipped and configured unless otherwise agreed upon, which shall be conducive to performance of the Services and all necessary office equipment (*i.e.*, office furniture (including, but not limited to, desks, office chairs, cubicles), computers and telephones with which Ticket Solutions' general manager and sales representatives can perform the Services appropriately); Ticket Solutions shall be responsible for any damage to the

office space and/or all necessary office equipment except for ordinary wear and tear except for any such damage attributable to University's negligence or willful misconduct;

- b. Telephone lines (including for traditional local and long-distance (but not cellular) services and direct telephone lines for Ticket Solutions' general manager and sales representatives) and Internet services;
- c. Computer and other information-technology support to a comparable level as is currently provided to a University employee in the same office location;
- d. PCI Data Security Standards training to each Ticket Solutions staff member consistent with University standards for such training.
- e. Individual access to University's full-ticketing databases/systems and/or information currently available, as mutually agreed upon, and solely to be used in provision of the Services, to Ticket Solutions' general manager and sales representatives upon completion of appropriate training as necessary;
- f. Credentialed access for Ticket Solutions' staff (including the general manager and those sales representatives upon which the Parties mutually agree) to athletic, coaching and development events as mutually agreed upon;
- g. Parking passes for Ticket Solutions' staff to use when parking at the Spokane, WA, office and day passes for Ticket Solutions' staff to use when parking at the Pullman, WA, campus for regularly-scheduled meetings and appointments.
- h. A mutually agreed upon number of University home football, men's basketball and women's basketball full-season tickets for prospecting, client entertainment and customer service;
- i. Software training with respect to ticket processing and customer relation management (and additional help, as needed, related thereto);
- j. Ticket operations, including, but not limited to, seat designations, ticket printing, operational oversight of all ticket matters, reporting, in-bound call center ticket sales, shipping services and all ticket-payment processing;
- k. Mutually agreed upon sales collateral and marketing materials (including, among other things, a sales table/booth); and
- l. Approved use of University's logos, indicia and photographs consistent with the branding standards as set forth and approved by University's Office of Trademarks and Licensing.

- III. Each Party will inform the other Party immediately of any unforeseen change(s), new development(s) or other issue(s) (including, but not limited to, scheduling conflicts, emerging peripheral issues thought to warrant the other Party's attention, etc.) that may affect and/or influence this engagement.

Exhibit B

Fees

Fees. As consideration for the Services, each Contract Year University shall pay Ticket Solutions as follows:

- A One Hundred Ninety-Five Thousand Dollars (\$195,000.00) administrative fee, except for the first Contract Year in equal monthly payments of Sixteen Thousand Two Hundred Fifty dollars (\$16,250.00). The first Contract Year administrative fee will be equal to the number of months remaining in such Contract Year multiplied by Sixteen Thousand Two Hundred Fifty dollars (\$16,250.00) and shall be paid monthly as stated above. In the event of any material changes that impact the provision of the Services, the administrative fee may be adjusted periodically with the prior approval of both Parties as evidenced by written amendment to this Agreement.
- A Commission Fee (herein so called) equal to three percent (3%) of the amount of all revenue University receives from ticket sales, new or renewal, constituting or generating Sales Revenue (as defined hereinafter).

In the first Contract Year, all sales revenue for sales which occurred prior to the Effective Date, regardless of whether the actual revenue has been collected (*e.g.*, payroll deductions, tickets sent and invoiced but not yet collected, etc.) shall not apply towards the Commission Fee calculation.

Definitions. The following definitions shall apply for purposes of this Agreement:

“**University Athletic Events**” shall mean all regular-season games, matches or events involving University’s football, men’s basketball, women’s basketball, volleyball and baseball teams, as well as other University-ticketed Athletics activities or University-sponsored Athletics events, upon which the Parties mutually agree and for which University has the right to sell tickets.

“**Sales Revenue**” shall mean revenue (net sales tax, admission tax, facility fees, Ticket Office handling fees, and ticket-related donations), generated for or received by University from all season, partial-plan, group, single-game or any other ticket sales for all University Athletic Events. For the sake of clarity, revenue generated from ticket sales for the following shall be specifically excluded from Sales Revenue:

- Multi-year suite and loge contracts;
- Football bowl games and the Pac-12 Championship game;
- All NCAA championships and similar post-season events (*e.g.*, NIT, CBI, etc.);
- Student sports passes;
- All away games;
- Third-party events for which University does not control ticket sales; and
- Visiting team consignment tickets.

Should University need Ticket Solutions to help sell tickets with respect to any of the above, it will enter with Ticket Solutions into a separate agreement (or an amendment to this Agreement) to determine appropriate roles and fees.

Additional Terms.

From time to time, University may engage Ticket Solutions to undertake non-Sales Revenue-producing initiatives or programs (e.g., annual renewal calls for the Cougar Athletic Fund ("CAF"), etc.). There shall be no additional fees or compensation provided by University to Ticket Solutions for any such work, unless mutually agreed upon, in advance, in writing, on a case-by-case basis.

Agreement upon the Commission Fee between the Parties will occur within thirty (30) days of each month end, which shall result in an agreed upon invoice amount to be sent by Ticket Solutions to University. University will pay Ticket Solutions within thirty (30) days of receiving each invoice. Any account balance or payment to Ticket Solutions more than thirty (30) days past due will incur a one percent (1%) monthly finance charge.

If the Parties fail to reach a new agreement when this Agreement concludes (or if this Agreement is cancelled for whatever reason), then, for purposes of Ticket Solutions' remaining Commission Fee calculations, a ticket shall be deemed sold if a customer has paid any portion thereof or made a monetary exchange. For any such Commission Fee calculations, Sales Revenue from any ticket purchased on a payment plan shall be valued at its full amount. For any deposit not yet seated (or requiring further action with the customer contact), the associated ticket shall be deemed fully sold at its non-youth/discounted season-ticket price.

Exhibit C
Notices

If to University: Eric M. Rogers
Washington State University
French Admin, Bldg. Rm 220
Pullman, Washington 99164-1020

with a copy to: Leslie Johnson
Washington State University
Bohler Gym, Rm. 140
Pullman, Washington 99164-1602

If to Ticket Solutions: Kim Parsons
IMG Learfield Ticket Solutions, LLC
540 North Trade Street
Winston-Salem, North Carolina 27101

with a copy to: Legal Department
IMG Learfield Ticket Solutions, LLC
540 North Trade Street
Winston-Salem, North Carolina 27101

A Party may, at any time, change an above address by sending written notice of such change to the other Party by nationally-recognized overnight delivery service.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is effective as of the date of full execution ("Effective Date"), by and between Washington State University, on behalf of its Athletics Department ("University"), having an address at 220 French Administration Building, Pullman, Washington 99164-1020, and IMG Learfield Ticket Solutions, LLC ("Ticket Solutions"), a Delaware limited-liability company with offices at 540 North Trade Street, Winston-Salem, North Carolina 27101. University and Ticket Solutions may hereinafter be referred to individually as "Party" and collectively as "Parties".

WHEREAS, University desires to engage and retain Ticket Solutions to provide certain ticket sales services ("Services"), which are described in this Agreement and in Exhibit A attached hereto, for sales of tickets for University Athletic Events, as defined in Exhibit B attached hereto;

WHEREAS, Ticket Solutions desires to provide University the Services as so defined.

NOW, THEREFORE, in accordance with these recitals and in consideration of the premises and mutual covenants herein contained, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Engagement of Ticket Solutions.

As of the Effective Date, University engages and retains Ticket Solutions to provide the Services for University's Athletic Department and Ticket Solutions agrees to perform the Services as described herein and specifically as detailed in Exhibit A for University, under the terms and conditions provided in this Agreement. Ticket Solutions warrants no person or selling agent has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage or contingent fee.

2. Authority of Ticket Solutions.

Ticket Solutions shall regularly report Services, including, but not limited to, sales reports and activity logs, along with any other reasonable metrics, in order to determine the effectiveness of the Services at any time upon request by University to University's representative identified in Exhibits A and C (or any other University-appointed representative University identifies) its performance of the Services. All activity relating to the Services and tracking of performance shall be performed in systems provided by University consistent with University processes and practices. In connection with and while performing the Services, Ticket Solutions shall abide by and respect local, state, federal, NCAA, and University's rules, policies, procedures and standards. Where not required herein or by applicable law or regulation, Ticket Solutions shall not require University's prior approval to perform its duties under this Agreement.

3. Compensation of Ticket Solutions.

As consideration for performing the Services, University will pay Ticket Solutions fees ("Fees") in accordance with the provisions set forth in Exhibit B.

4. Term and Termination.

a. This Agreement shall be effective as of the Effective Date, remain in effect for three (3) Contract Years (as defined hereinafter) and expire on June 30, 2019 unless earlier terminated or modified as set forth herein. "Contract Year" shall be defined as each twelve (12) month period from July 1 through June 30 during this Agreement, except for the first Contract Year, which shall run from the Effective Date through June 30, 2017. It shall automatically extend for one (1) additional Contract Year (through June 30, 2020) unless University provides Ticket Solutions written notification of its desire to terminate by or before March 31, 2019. Thereafter, this Agreement may be extended for additional one (1) Contract-Year periods upon the mutual written consent of both Parties. In the event of any termination of this Agreement or non-renewal, University may engage with or competitively solicit third parties and Ticket Solutions then waives any objections it may have to University working with or contracting with such third parties.

b. If a Party materially breaches this Agreement, and such breach goes uncured for a period of thirty (30) days following notice from the non-breaching Party, then the non-breaching Party may terminate this Agreement, effective immediately, by written notice to the breaching Party. In the event University, in its sole discretion, determines Ticket Solutions is in material breach, University has the right to suspend or terminate this Agreement, in part or in whole. University shall notify Ticket Solutions in writing of the need for Ticket Solutions to take corrective action. If Ticket Solutions does not take corrective action within thirty (30) calendar days or as otherwise specified by University, or if such corrective action is deemed by University to be insufficient, then University may terminate this Agreement. University reserves the right to suspend all or part of this Agreement, withhold further payments or prohibit Ticket Solutions from incurring additional obligations of funds during investigation of the cause and pending corrective action by Ticket Solutions or a decision by University to terminate this Agreement. University shall only be liable to Ticket Solutions for any amounts due for Services completed up until the written notice of termination is provided.

c. Termination for Cause. University has the right to terminate this Agreement (and the Services performed hereunder) upon ninety (90) days' prior written notice to Ticket Solutions where: (i) Ticket Solutions does not generate at least eighty percent (80%) of its Sales Revenue (as defined in Exhibit B) target, as determined at the preceding Annual Performance Meeting (herein so called), on or before June 1st in a given Contract Year; (ii) Ticket Solutions does not perform at least eighty percent (80%) of its stated outbound call goal in a given Contract Year as determined in the Annual Performance Meeting; (iii) Ticket Solutions does not perform eighty percent (80%) of its stated outbound face-to-face community leader meetings as determined in the Annual Performance Meeting. The Annual Performance Meeting shall be held in April (on a mutually agreed upon date) each Contract Year and attended by appropriately designated University and Ticket Solutions staff. At each such meeting, the Parties will determine, for the upcoming Contract Year, Ticket Solutions' Sales Revenue target and outbound calls and face-to-face community leader meetings, which shall be documented in writing and agreed to by both Parties.

d. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, University may terminate this Agreement without advance notice, such termination not to become effective until the end of the then-current Contract Year, subject to the Parties' ability to enter into

good-faith discussions with respect to a renegotiation of this Agreement under University's new funding limitations and conditions.

e. Notwithstanding any determination by its Executive Ethics Board or another University tribunal, University may, in its sole discretion, by written notice to Ticket Solutions, terminate this Agreement if it finds, after due notice and examination, Ticket Solutions has violated the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving Ticket Solutions' procurement of or performance under this Agreement, and to the extent that in University's discretion, such violation is minor and can be easily cured and Ticket Solutions has been unable to cure any such violation within ten (10) days of receiving written notice from University with respect thereto. In the event this Agreement is terminated as such, University shall be entitled to pursue the same remedies against Ticket Solutions as it can pursue in the event of a breach by Ticket Solutions. The rights and remedies of University provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

5. Independent Contractor.

Ticket Solutions shall be an independent contractor with University and nothing in this Agreement shall be deemed or construed to: (i) create a partnership or joint venture between University and Ticket Solutions; (ii) cause Ticket Solutions to be responsible in any way for University's (or any other party's) debts, liabilities or obligations; (iii) cause University to be responsible in any way for Ticket Solutions' (or any other party's) debts, liabilities or obligations; or (iv) constitute Ticket Solutions or any of its employees as University employees, officers or agents. Ticket Solutions shall, at all times, make clear in writing to its employees and contractors such persons are not entitled to any compensation, benefit or other consideration of any kind from University. Further, Ticket Solutions shall indemnify, defend and hold harmless University from and against any claim by any Ticket Solutions employee or contractor against University arising in connection with Ticket Solutions' performance of the Services hereunder or any claim relating to employment of Ticket Solutions' employees; provided, however, such indemnification shall not be applicable or required in the event of any claim of gross negligence or willful misconduct asserted by the Ticket Solutions employee or contractor against University.

6. Confidentiality.

a. In connection with the Services, University will provide Ticket Solutions with (i) certain Confidential Information (as defined hereinafter) only as required in performance of the Services and (ii) access to certain University clients, employees and customers, as determined by University, in its sole discretion. Similarly, Ticket Solutions will provide University, its employees and agents with certain Confidential Information (defined hereinafter) only as required to perform the Services. University reserves the right, in its sole discretion, to withhold Confidential Information that is determined to be unnecessary for Ticket Solutions' provision of the Services and obligations as stated herein. In order to facilitate Ticket Solutions' performance of its responsibilities hereunder, University agrees to provide Ticket Solutions access to its database of information concerning University alumni, fans and supporters, including information with respect to telephone numbers and e-mail addresses, prior ticket purchases and prior donations.

b. Each Party will (i) only use Confidential Information it receives from the other Party in conjunction with the Services and (ii) keep Confidential Information confidential. Neither

Party, including its employees and/or agents, will use any Confidential Information or disclose any Confidential Information to any person or entity in any manner whatsoever, in whole or in part, unless it has written permission from the other Party to do so or it becomes legally compelled to do so, so long as the disclosing Party provides the other Party with prompt written notice of such request(s) so the other Party may seek a protective order or other appropriate remedy. Confidential Information shall remain the property of the discloser and the receiver may use Confidential Information it receives from discloser only as necessary in the performance of this Agreement. Further, to the extent applicable in each instance, with respect to the Confidential Information it receives from University, Ticket Solutions shall comply with all University policies related to Confidential Information and the handling thereof, along with any regulatory or legal standards for retaining, maintaining and using the Confidential Information, copies of which University shall provide Ticket Solutions. The following laws, among other federal and state laws and regulations, may be applicable to the Confidential Information: the Family Educational Rights and Privacy Act, the Gramm-Leach-Bliley Act and the Health Information Portability and Accountability Act. Immediately upon terminating this Agreement, Ticket Solutions will deliver to University all University's Confidential Information Ticket Solutions possesses and University will deliver to Ticket Solutions all Ticket Solutions' Confidential Information University possesses, to the extent a Party is not required to retain the other Party's Confidential Information in accordance with University policies or by local, state or federal regulation(s). The Parties understand and acknowledge University is an institution of higher education and agency of the State of Washington which, as such, is subject to the Public Records Act, RCW 42.56 et seq. If University receives a public records request for this Agreement and/or for documents and/or materials provided to University under this Agreement, generally such information will be a public record and must be disclosed to the public records requester. However, University agrees to notify Ticket Solutions if it receives such a public records request and the date University plans to release the records at issue. If Ticket Solutions fails to obtain a protective order from the applicable court prior to the time University releases such records to the public records requester, then Ticket Solutions gives University full authority to release the records on the date specified, and Ticket Solutions understands it has thereby given up all rights to challenge the disclosure in any forum.

c. Nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any (i) Confidential Information disclosed pursuant to this Agreement or (ii) invention or any patent, copyright, trademark or other intellectual-property right issued (or that may be issued) based on any Confidential Information. University and Ticket Solutions shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

d. As used herein, University's "Confidential Information" includes any and all information University provides Ticket Solutions, including, but not limited to, business methods, plans and practices, financial data, trade secrets, inventions, methodologies, research plans, products, product plans, third-party systems, third-party software, patent applications and other proprietary rights, any specifications, tools, computer programs, source code, object code, documentation or technical information, as well as customer, employee, donor and student information, including but not limited to images, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit-card information, driver's license numbers, medical data, law enforcement records, educational records or other information identifiable to a specific individual relating to any of these types of information and/or materials University designates "confidential" (either orally or in writing). Additionally, as used herein,

Ticket Solutions' "Confidential Information" includes any and all confidential or proprietary property, including financial terms, and information Ticket Solutions designates "confidential" (either orally or in writing) when providing University such information or materials.

e. Confidential Information does not include any information that was (i) or has/will become available to the public through no fault of University or Ticket Solutions, (ii) in University's or Ticket Solutions' possession, free of any obligation of confidence, at the time it was communicated to University or Ticket Solutions, (iii) rightfully communicated to or obtained by University or Ticket Solutions, free of any obligation of confidence, subsequent to the time it was communicated by (a) the disclosing Party under this Agreement (b) University or Ticket Solutions to a third party, free of any obligation of confidence, (iv) independently developed by University or Ticket Solutions without reference to or use of the other Party's Confidential Information, (v) required to be disclosed by law or (vi) necessary to disclose to prevent severe physical injury to or loss of life of an individual.

f. University's Confidential Information is subject to the provisions of RCW 19.255.010 and RCW 42.56.590 and Ticket Solutions will comply with those laws. Ticket Solutions will report to University any security breach of which it becomes aware it commits, resulting in the unauthorized disclosure, misappropriation or unauthorized access of University's Confidential Information. Ticket Solutions will promptly investigate any such breach and take reasonable measures to identify its cause(s), mitigate its effects and prevent a recurrence. To the extent reasonably possible and unless prohibited by law, Ticket Solutions will provide University a detailed description of any such breach, the data subject of such incident, the identity of any affected individual and other information University may reasonably request concerning any affected individual. The Parties agree to coordinate in good faith with respect to developing the content of any related public statements or any required notices for affected individuals. If a data compromise and/or identity theft occurs and is found to be the result of Ticket Solutions' non-compliance with its obligations herein, then Ticket Solutions will, in collaboration with University and in accordance with all University policies, assume responsibility for customer notification and liability for all associated costs University incurs in responding to or recovering from any such breach.

7. Ticket Allocations and Solicitations.

Each Contract Year, University will make accessible to Ticket Solutions, for Ticket Solutions' use in performing the Services all available regular-season full-season, partial-plan, group and other tickets for all University Athletic Events (as defined hereinafter) on or before the date University begins selling such tickets except for the first Contract Year with respect to any ticket sales University may have already completed. When mutually agreed upon by the Parties, and on a case-by-case basis, University may, when possible, make available to Ticket Solutions to sell tickets for: multi-year suite and loge contracts; football bowl games; any PAC-12 championship game; any NCAA championship or similar post-season events (*e.g.*, NIT, CBI, etc.); student sports passes; and other types of tickets. Prior to providing tickets to Ticket Solutions to be available for sale to third-party brokers, University reserves the right to determine (i) the amount of tickets to be available for sale to third-party brokers and (ii) which third-party brokers are utilized. Ticket Solutions will solicit ticket sales, as well as season-ticket renewals, at prices University sets for such events and pursuant to the terms and conditions applicable for the events as established by University for all tickets sold for such events. University will be responsible for

processing payments related to all tickets Ticket Solutions sells for University Athletic Events, including processing credit-card payments, paying applicable fees associated with credit-card services, remitting all required local, sales and other taxes due, except those taxes that may be assessed upon Ticket Solutions' gross revenue, which may be due to the State of Washington or other appropriate taxing jurisdictions, with respect to such sales and paying any other fees due to government entities or agencies as a result of such sales. Ticket Solutions shall be responsible for (i) its employees' handling of any confidential information, (ii) compliance with Payment Card Industry ("PCI") standards and (iii) any liability incurred for its misuse or non-compliance therewith. University will also be responsible for ticket printing and distribution, including shipping and delivery to applicable fans and purchasers. University shall (i) account for all ticket sales and (ii) pay Ticket Solutions its revenue-share amount on each settlement date, as provided in Exhibit B.

8. Assignment.

Neither Party may assign, transfer or convey any of its rights, duties or interests under this Agreement. Nor shall it delegate any obligations or duties it is required to keep or perform under this Agreement; provided, however, University's written consent, which University will not unreasonably withhold, shall be required for Ticket Solutions' assigning this Agreement to an entity owned or controlled by or under common control with Ticket Solutions.

9. Notices.

All notices, demands, consents, approvals and requests given by either Party to the other hereunder shall be in writing and personally delivered, or sent by nationally-recognized overnight delivery service, to such Party at the addresses set forth in the attached Exhibit C, incorporated by reference and made a part hereof.

10. Nonexclusive Representation.

University and Ticket Solutions mutually agree Ticket Solutions may provide similar services to other colleges and/or universities and, without limitation, may engage in other related businesses and ventures. Such representation shall not constitute a violation of Ticket Solutions' obligations hereunder. Ticket Solutions and University mutually agree University may have other non-Athletic events for which it needs similar services as those provided hereunder, which will be provided by other service providers.

11. Severability.

Each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If, to any extent, any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

12. No Waiver.

Except as otherwise expressly provided for in this Agreement, failure by a Party to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment of such right, remedy or election, but the same shall continue and remain in full force and effect. All rights and remedies a Party may have at law, in equity or otherwise upon breach of any term or provision of this Agreement shall be distinct, separate and cumulative rights and remedies, and none, whether exercised, shall be deemed to exclude another.

13. Entire Agreement.

This Agreement (including its exhibits) contains the entire agreement between the Parties with respect to the specific subject matter herein. Any agreement hereafter made shall be ineffective to affect any change or modification, in whole or in part, unless such agreement is established via a written instrument signed by the Party against which enforcement of the change or modification is sought.

14. Representations and Warranties.

University represents and warrants to Ticket Solutions it will (i) conduct University Athletic Events in accordance with the applicable schedule University makes public before each athletics season, except in instances of force majeure (as described below), (ii) fulfill all terms and conditions with respect to tickets for University Athletic Events, (iii) be responsible for ensuring its ticketing system assigns (a) seats consistent with its venues' seating and (b) only one (1) available ticket for each available seat per event and (iv) ship and deliver all tickets for University Athletic Events to any purchasers secured by Ticket Solutions pursuant to this Agreement. Additionally, University represents and agrees, without Ticket Solutions' prior written consent or until a date more than twelve (12) months following this Agreement's termination, University (including any University department, division or affiliate) will not knowingly solicit, for a position within or affiliated with University's Athletics Department, any person who is/was (i) a Ticket Solutions employee or independent contractor and (ii) directly involved in providing University the Services. Notwithstanding the above, should an employee or independent contractor of Ticket Solutions apply for an open position within or affiliated with University, he/she will be treated as any other applicant, and will not be withheld the opportunity for such employment.

Ticket Solutions represents and warrants that it shall comply with all terms and conditions relating to third-party software and systems made available by University to Ticket Solutions and that the Services shall be provided in a professional and workmanlike manner in accordance with all applicable regulations and laws.

15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to the laws of any other state.

16. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) Agreement.

17. Disputes.

In the event a dispute arises the Parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel (herein so called) in the following manner: each Party shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, Agreement terms and conditions and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel. Nothing in this Agreement shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18. Copyright Provisions.

Unless otherwise provided, all materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by University. University shall be considered author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Ticket Solutions hereby assigns all right, title and interest in materials to University, effective from the moment it creates such materials.

19. Indemnification.

To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party (and, in the case of Ticket Solutions, the State of Washington) for any claim arising out of or incident related to such Party's performance or failure to perform under this Agreement.

20. Nondiscrimination.

During its performance of this Agreement, Ticket Solutions shall comply with all federal and state nondiscrimination laws, regulations and policies, including the Americans with Disabilities Act of 1990, Public Law 101-336, 28 CFR Part 35. In the event of Ticket Solutions' non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and Ticket Solutions may be declared ineligible for further agreements with University. Ticket Solutions shall, however, be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

21. Records Maintenance.

Ticket Solutions shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Services, including, but not limited to, accounting

procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Ticket Solutions shall retain such records for a period of six (6) years following the date of final payment. Upon adequate notice, and at no additional cost, these records, including materials generated under this Agreement, shall be subject to inspection, review or audit by University personnel duly authorized by University, the Office of the State Auditor and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

22. Advanced Payments Prohibited.

In accordance with Washington State law, no payments in advance of or in anticipation of the Services shall be made to Ticket Solutions by University.

23. Attorneys' Fees.

In the event of litigation or other action brought to enforce this Agreement's terms, each Party agrees to bear its own attorneys' fees and costs.

24. Industrial Insurance Coverage.

Ticket Solutions shall comply with the provisions of Title 51 RCW, Industrial Insurance. If Ticket Solutions fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, then University may collect from Ticket Solutions the full amount payable to the Industrial Insurance accident fund. University may deduct the amount owed by Ticket Solutions to the accident fund from the amount payable to Ticket Solutions by University under this Agreement, and transmit the deducted amount to the Department of Labor and Industries ("L&I"), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from Ticket Solutions.

25. Licensing, Accreditation, and Registration.

Ticket Solutions shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for its performance of Services.

26. Publicity.

Ticket Solutions agrees to submit to University all advertising and publicity matters relating to this Agreement, wherein University's name is mentioned, including via the use of any University logos, indicia and photographs, or language used from which the connection of University's name may, in University's judgment, be inferred or implied. Ticket Solutions agrees not to publish or use such advertising and publicity matters without the prior written consent of University.

27. Registration with Department of Revenue.

If required to do so by law, Ticket Solutions shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Agreement, except as otherwise provided herein.

28. Site Security.

While on University premises, Ticket Solutions, its agents, employees, or subcontractors shall conform in all respects with University's physical, fire or other security policies or regulations, all of which University shall provide Ticket Solutions and its staff.

29. Taxes.

All payments accrued because of payroll taxes, unemployment contributions, any other employer related taxes, or insurance placed upon Ticket Solutions or its staff shall be the sole responsibility of Ticket Solutions.

30. Force Majeure.

In the event that the Parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of GOD, any law, ordinance, rule or regulation, which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either Party, the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

31. Assurances

University and Ticket Solutions agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

32. Insurance

Ticket Solutions shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Ticket Solutions or subcontractor, or agents of either, while performing under the terms of this Agreement.

Ticket Solutions shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Additionally, Ticket

Solutions is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by Ticket Solutions, automobile liability insurance shall be required. The minimum limit for automobile liability is: \$1,000,000 per occurrence or accident, using a Combined Single Limit for bodily injury and property damage.
3. Crime Insurance (Employee Dishonesty). Insurance coverage including employee theft and computer fraud shall include a minimum limit of \$1,000,000 each occurrence and in the aggregate.
4. Cyber Liability. Ticket Solutions shall have and maintain a cyber liability policy with minimum limits of \$1,000,000 per claim and \$2,000,000 annual aggregate to be maintained for the duration of the Agreement and three (3) years following its termination to respond to privacy and network security liability claims arising for any reason.
5. Professional Liability. Insurance coverage shall include a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to be maintained for the duration of the Agreement and three (3) years beyond contract termination in case of any claims made.
6. Workers' Compensation Insurance. Insurance coverage as required by applicable law, which shall include Employer's Liability Insurance with a minimum limit of \$1,000,000 per occurrence and in the aggregate.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name Washington State University, its agents and employees as additional insureds under the insurance policy/ies, except Workers' Compensation. All policies shall be primary to any other valid and collectable insurance. Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with policy provisions.

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Ticket Solutions shall submit to University within fifteen (15) days of the Effective Date, a certificate of insurance that outlines the coverage and limits defined in this Insurance section. Ticket Solutions shall mark such certificate of insurance with **WSU Contract No. 24337** and submit renewal certificates as appropriate during the term of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly exercised by their authorized representatives as of the date of full execution.

Washington State University

IMG Learfield Ticket Solutions, LLC

By: 

By: _____

Title: Eric M. Rogers
Director
Washington State University

Title: _____

Date: 10/18/16 Purchasing Services

Date: _____

Recommended By: 

Title: Matt Kleffner, Sr. Assoc. AD / CFO

Date: 10/18/16

APPROVED AS TO FORM:


Asst. Atty. Gen.

18 day of Oct, 2016

Exhibit A
Services

- I. Ticket Solutions shall provide University the following Services for University Athletic Events, as those events are defined in Exhibit B. Ticket Solutions shall provide the following Services:
- a. Ticket-sales services for University Athletic Events as defined in Exhibit B, including engaging personnel to perform such ticket-sales services, to include an on-site, full-time general manager and no less than two (2) account executives for the Spokane, WA, Ticket Sales Office reporting to such general manager who will participate in sales activities; Ticket Solutions (i) shall be responsible, with University's prior consultation, for all staff recruitment for the Spokane, WA, Ticket Sales Office (including position postings, applicant screenings and candidate interviews) and hiring, as well as employee relocation and human resources and (ii) at its discretion, may also hire part-time personnel to supplement the sales efforts of its full-time sales staff; assuming compliance with applicable law, Ticket Solutions will have sole and absolute discretion with respect to any and all terms and conditions applicable to its employees or independent contractors, including, but not limited to, their scheduled work hours, pay rate(s), benefits (if any) and bonuses/commissions;
 - b. Spokane, WA, Ticket Sales Office staff training in ticket-sales (best practices), inter-department protocol/solutions (including customer service), such training to be made available to members of University's Ticket Office staff;
 - c. Sales-campaign and marketing strategies in collaboration with and as approved by University (with respect to new acquisitions, partial-plan and group-ticket sales and retention), working closely with University (including its senior administration, ticket operations, athletic marketing, development office and other departments, as identified);
 - d. Overall sales-program management, monitoring and strategy development for Ticket Solutions' employees, including providing University regular updates/progress reports, including, but not limited to, sales reports, activity logs, along with any other reasonable metrics in order to determine the effectiveness of the Services at any time upon request by University. Such reports shall be provided upon request to: Assistant AD for Ticket Sales and Services, and the Senior Associate Director/CFO for University Athletics.
 - e. Office space design/set-up as mutually agreed upon.
- II. University (which shall (i) remain responsible for overall ticket operations and (ii) have final say with respect to approving all marketing materials and strategies) shall provide the following, at no cost to Ticket Solutions, in order to facilitate Ticket Solutions' performance of the Services:
- a. Office space, as is currently available in the Spokane Ticket Office, as currently equipped and configured unless otherwise agreed upon, which shall be conducive to performance of the Services and all necessary office equipment (*i.e.*, office furniture (including, but not limited to, desks, office chairs, cubicles), computers and telephones with which Ticket Solutions' general manager and sales representatives can perform the Services appropriately); Ticket Solutions shall be responsible for any damage to the

- office space and/or all necessary office equipment except for ordinary wear and tear except for any such damage attributable to University's negligence or willful misconduct;
- b. Telephone lines (including for traditional local and long-distance (but not cellular) services and direct telephone lines for Ticket Solutions' general manager and sales representatives) and Internet services;
 - c. Computer and other information-technology support to a comparable level as is currently provided to a University employee in the same office location;
 - d. PCI Data Security Standards training to each Ticket Solutions staff member consistent with University standards for such training.
 - e. Individual access to University's full-ticketing databases/systems and/or information currently available, as mutually agreed upon, and solely to be used in provision of the Services, to Ticket Solutions' general manager and sales representatives upon completion of appropriate training as necessary;
 - f. Credentialed access for Ticket Solutions' staff (including the general manager and those sales representatives upon which the Parties mutually agree) to athletic, coaching and development events as mutually agreed upon;
 - g. Parking passes for Ticket Solutions' staff to use when parking at the Spokane, WA, office and day passes for Ticket Solutions' staff to use when parking at the Pullman, WA, campus for regularly-scheduled meetings and appointments.
 - h. A mutually agreed upon number of University home football, men's basketball and women's basketball full-season tickets for prospecting, client entertainment and customer service;
 - i. Software training with respect to ticket processing and customer relation management (and additional help, as needed, related thereto);
 - j. Ticket operations, including, but not limited to, seat designations, ticket printing, operational oversight of all ticket matters, reporting, in-bound call center ticket sales, shipping services and all ticket-payment processing;
 - k. Mutually agreed upon sales collateral and marketing materials (including, among other things, a sales table/booth); and
 - l. Approved use of University's logos, indicia and photographs consistent with the branding standards as set forth and approved by University's Office of Trademarks and Licensing.
- III. Each Party will inform the other Party immediately of any unforeseen change(s), new development(s) or other issue(s) (including, but not limited to, scheduling conflicts, emerging peripheral issues thought to warrant the other Party's attention, etc.) that may affect and/or influence this engagement.

Exhibit B
Fees

Fees. As consideration for the Services, each Contract Year University shall pay Ticket Solutions as follows:

- A One Hundred Ninety-Five Thousand Dollars (\$195,000.00) administrative fee, except for the first Contract Year in equal monthly payments of Sixteen Thousand Two Hundred Fifty dollars (\$16,250.00). The first Contract Year administrative fee will be equal to the number of months remaining in such Contract Year multiplied by Sixteen Thousand Two Hundred Fifty dollars (\$16,250.00) and shall be paid monthly as stated above. In the event of any material changes that impact the provision of the Services, the administrative fee may be adjusted periodically with the prior approval of both Parties as evidenced by written amendment to this Agreement.
- A Commission Fee (herein so called) equal to three percent (3%) of the amount of all revenue University receives from ticket sales, new or renewal, constituting or generating Sales Revenue (as defined hereinafter).

In the first Contract Year, all sales revenue for sales which occurred prior to the Effective Date, regardless of whether the actual revenue has been collected (*e.g.*, payroll deductions, tickets sent and invoiced but not yet collected, etc.) shall not apply towards the Commission Fee calculation.

Definitions. The following definitions shall apply for purposes of this Agreement:

“**University Athletic Events**” shall mean all regular-season games, matches or events involving University’s football, men’s basketball, women’s basketball, volleyball and baseball teams, as well as other University-ticketed Athletics activities or University-sponsored Athletics events, upon which the Parties mutually agree and for which University has the right to sell tickets.

“**Sales Revenue**” shall mean revenue (net sales tax, admission tax, facility fees, Ticket Office handling fees, and ticket-related donations), generated for or received by University from all season, partial-plan, group, single-game or any other ticket sales for all University Athletic Events. For the sake of clarity, revenue generated from ticket sales for the following shall be specifically excluded from Sales Revenue:

- Multi-year suite and loge contracts;
- Football bowl games and the Pac-12 Championship game;
- All NCAA championships and similar post-season events (*e.g.*, NIT, CBI, etc.);
- Student sports passes;
- All away games;
- Third-party events for which University does not control ticket sales; and
- Visiting team consignment tickets.

Should University need Ticket Solutions to help sell tickets with respect to any of the above, it will enter with Ticket Solutions into a separate agreement (or an amendment to this Agreement) to determine appropriate roles and fees.

Additional Terms.

From time to time, University may engage Ticket Solutions to undertake non-Sales Revenue-producing initiatives or programs (*e.g.*, annual renewal calls for the Cougar Athletic Fund ("CAF"), etc.). There shall be no additional fees or compensation provided by University to Ticket Solutions for any such work, unless mutually agreed upon, in advance, in writing, on a case-by-case basis.

Agreement upon the Commission Fee between the Parties will occur within thirty (30) days of each month end, which shall result in an agreed upon invoice amount to be sent by Ticket Solutions to University. University will pay Ticket Solutions within thirty (30) days of receiving each invoice. Any account balance or payment to Ticket Solutions more than thirty (30) days past due will incur a one percent (1%) monthly finance charge.

If the Parties fail to reach a new agreement when this Agreement concludes (or if this Agreement is cancelled for whatever reason), then, for purposes of Ticket Solutions' remaining Commission Fee calculations, a ticket shall be deemed sold if a customer has paid any portion thereof or made a monetary exchange. For any such Commission Fee calculations, Sales Revenue from any ticket purchased on a payment plan shall be valued at its full amount. For any deposit not yet seated (or requiring further action with the customer contact), the associated ticket shall be deemed fully sold at its non-youth/discounted season-ticket price.

Exhibit C
Notices

| | |
|-------------------------|--|
| If to University: | Eric M. Rogers Washington State University French Admin, Bldg. Rm 220 Pullman, Washington 99164-1020 |
| with a copy to: | Leslie Johnson Washington State University Bohler Gym, Rm. 140 Pullman, Washington 99164-1602 |
| If to Ticket Solutions: | Kim Parsons IMG Learfield Ticket Solutions, LLC 540 North Trade Street Winston-Salem, North Carolina 27101 |
| with a copy to: | Legal Department IMG Learfield Ticket Solutions, LLC 540 North Trade Street Winston-Salem, North Carolina 27101 |

A Party may, at any time, change an above address by sending written notice of such change to the other Party by nationally-recognized overnight delivery service.